



City of Appleton

100 North Appleton Street
Appleton, WI 54911-4799
www.appleton.org

Meeting Agenda - Final-revised Common Council

Wednesday, July 10, 2019

7:00 PM

Council Chambers

- A. CALL TO ORDER
- B. INVOCATION
- C. PLEDGE OF ALLEGIANCE TO THE FLAG
- D. ROLL CALL OF ALDERPERSONS
- E. ROLL CALL OF OFFICERS AND DEPARTMENT HEADS
- F. APPROVAL OF PREVIOUS COUNCIL MEETING MINUTES
 - [19-0910](#) Common Council Meeting Minutes of June 19, 2019
 - Attachments:* [CC Minutes 6-19-19.pdf](#)
- G. BUSINESS PRESENTED BY THE MAYOR
 - [19-0864](#) Children's Week Proclamation
 - [19-0919](#) Parks & Recreation Month Proclamation
 - [19-0960](#) Bob Pintarelli Day Proclamation
 - [19-0920](#) Committee Reappointment- Fox Cities Area Room Tax Commission
 - Attachments:* [COMMITTEE REAPPTS 071019.pdf](#)
- H. PUBLIC PARTICIPATION
- I. PUBLIC HEARINGS
 - [19-0768](#) Public Hearing, Comprehensive Plan Future Land Use Map Amendment #1-19, Mark's East Side - E. Wisconsin Avenue
 - Attachments:* [PublicHearing_CPA#1-19_MarksEastSide.pdf](#)

[19-0769](#) Public Hearing, Rezoning #5-19, Mark's East Side - E. Wisconsin Avenue

Attachments: [RZ #5-19 Notice of Public Hearing MarksEastSide.pdf](#)

J. SPECIAL RESOLUTIONS

K. ESTABLISH ORDER OF THE DAY

L. COMMITTEE REPORTS

1. MINUTES OF THE MUNICIPAL SERVICES COMMITTEE

[19-0751](#) Approve increasing monthly parking permits from \$30/month to \$40/month as part of the 2020 Budget with a January 1, 2020 implementation date.

Attachments: [Proposals for 2020 Budget consideration.pdf](#)

Legislative History

6/10/19	Municipal Services Committee	recommended for approval
6/19/19	Common Council	referred to the Municipal Services Committee <i>This item was referred back to Municipal Services by Alderperson Coenen.</i>
6/24/19	Municipal Services Committee	recommended for approval <i>Amend item 19-0751 to \$35 fee instead of \$40. Motion by Coenen, 2nd by Firkus. Vote fails 1-3.</i>
		<i>Amend item 19-0751 to \$35 in 2020 and \$40 in 2021. Motion by Croatt, 2nd by Williams. Vote fails 2-2.</i>

[19-0887](#) Approve proposed changes to Article VI (Electrical) of the Municipal Code.

Attachments: [Update to Article VI \(Electrical\) of the Municipal Code.pdf](#)

Legislative History

6/24/19	Municipal Services Committee	recommended for approval
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[19-0888](#)

Summer Street, from Gillet Street to Richmond Street, be reconstructed with asphalt and concrete pavement and curb and gutter. The dimensions of the Summer Street reconstruction project are as follows:

Gillet Street-295' west of Mason Street: New asphalt pavement and concrete curb & gutter to be constructed to a width of 31' from back of curb to back of curb, which is 2' narrower than the existing street within this portion of the project.

285' west of Mason Street- Mason Street: New concrete pavement to be constructed to a width of 33' from back of curb to back of curb, which is the same width as the existing street within this portion of the project.

Mason Street- 100' west of Richmond Street: New asphalt pavement and concrete curb & gutter to be constructed to a width of 31' from back of curb to back of curb, which is 2' narrower than the existing street within this portion of the project.

100' west of Richmond Street- Richmond Street: New asphalt pavement and concrete curb & gutter to be constructed to a width of 33' from back of curb to back of curb, which is the same width as the existing street within this portion of the project.

Existing parking provisions within the project limits will remain unchanged.

Legislative History

6/24/19	Municipal Services Committee	recommended for approval
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[19-0889](#)

Douglas Street, from Reid Drive to Prospect Avenue, be reconstructed with asphalt pavement and concrete curb & gutter to a width of 32' from back of curb to back of curb, which is 1' narrower than the existing street. The proposed 1' narrowing will occur along the west curb line. Existing parking provisions within the project limits will remain unchanged.

Legislative History

6/24/19	Municipal Services Committee	recommended for approval
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[19-0890](#)

Madison Street, from Taft Avenue to Calumet Street, be reconstructed with asphalt pavement and concrete curb & gutter to a width of 33' from back of curb to back of curb, which is the same width as the existing street. Existing parking provisions within the project limits will remain unchanged.

Legislative History

6/24/19 Municipal Services recommended for approval
Committee

[19-0891](#)

Approve proposed changes to Article V (Plumbing) and Article VII (Mechanical) of the Municipal Code related to reinspection fees.

Attachments: [Reinspection Fees.pdf](#)

Legislative History

6/24/19 Municipal Services recommended for approval
Committee

[19-0892](#)

Approve Street Name Sign Distribution Policy.

Attachments: [Street Name Sign Distribution Policy.pdf](#)

[Amended Street Name Sign Distribution Policy.pdf](#)

Legislative History

6/24/19 Municipal Services recommended for approval
Committee

Amend item 19-0892. Motion Croatt, 2nd Coenen.. Pass 4-0.

[19-0893](#)

Request from Path to Freedom, LLC to waive the \$160 Weed Administration fee for 214 E. Winnebago St.

Attachments: [Request to Waive Weed Administrative Fee for 214 E. Winnebago St.pdf](#)

Legislative History

6/24/19 Municipal Services recommended for denial
Committee

[19-0894](#)

Request from Fika Tea Bar for a Street Occupancy Permit to place tables and chairs in the College Avenue Beautification strip at 207 W. College Avenue.

Attachments: [Request from Fika Tea Bar for Street Occupancy Permit.pdf](#)

Legislative History

6/24/19 Municipal Services recommended for approval
Committee

[19-0895](#)

Anticipated award for Unit Q-19, Pavement Marking contract (paint).

Attachments: [Unit Q-19.pdf](#)

Legislative History

6/24/19 Municipal Services recommended for approval
Committee

Amend item 19-0895. Award to Crowley Construction Corp. in an amount not to exceed \$60,000.

2. MINUTES OF THE SAFETY AND LICENSING COMMITTEE

- [19-0907](#) Class "B" Beer and "Class C" Wine License application for MK2 Investments d/b/a Pinot's Palette, Mari P. Kessenich, Agent, located at 226 E. College Ave, contingent upon approvals from all departments.
Attachments: [Liquor License-Pinots Palette-MK2 Investments S&L 7-10-19.pdf](#)
- [19-0879](#) Class "B" Beer and "Class C" Wine License application for Moon Water Cafe LLC d/b/a Moon Water Cafe, Shannon Boegh, Agent, located at 606 N. Lawe Street, contingent upon approvals from all departments.
Attachments: [Liquor License-Moon Water Cafe S&L 6-26-19.pdf](#)
- [19-0904](#) 2019-20 Class "B" Beer and "Class C" Wine License renewal application for The Draw LLC, John C. Adams, Agent, 800 S. Lawe St.
Attachments: [2019 Beer-Wine Renewal application-The Draw-S&L 7-10-19.pdf](#)
- [19-0947](#) Operator's Licenses
Attachments: [Operator's Licenses for 7-10-19 S & L.pdf](#)
- [19-0948](#) Renewal Operator's Licenses
Attachments: [RENEWAL Licenses for 7-10-19 S&L.pdf](#)
- [19-0912](#) 2019 Cigarette/Tobacco License renewal application for Family Dollar, located at 808 W Wisconsin Ave.
Attachments: [2019 Cigarette renewal - Family Dollar S&L 7-10-19.pdf](#)
- [19-0871](#) 2019 Cigarette/Tobacco License renewal application for The Factory, Eugene Rice, owner, located at 508 W College Ave.
Attachments: [The Factory 2019 S&L 6-26-19.pdf](#)
- [19-0921](#) 2019 Secondhand Article Dealer Mall/Flea Market application for Ye Old Goat, Meghan M Keller, Person In Charge, located at 1919 East Calumet St, contingent upon approvals from all departments.
Attachments: [Ye Old Goat S&L 7-10-19.pdf](#)
- [19-0962](#) Commercial Quadricycle Renewal License application of Social Station, LLC, Chris Burns, 325 N Appleton St, contingent upon approval from all departments.
Attachments: [The Social Station.pdf](#)

[19-0857](#) Pet Store License renewal application for HSA Corporation d/b/a Pet Supplies Plus, located at 702 W Northland Ave, contingent upon approvals from all departments.

Attachments: [Pet Supplies Plus S&L 6-26-19.pdf](#)

[19-0858](#) Salvage Dealer's License renewal application for Golper Supply Co, located at 1810 W. Edgewood Dr, contingent upon approvals from all departments.

Attachments: [Golper Supply Co S&L 6-26-19.pdf](#)

[19-0958](#) Class "B" Beer and "Class C" Wine Permanent Premise Amendment application for Garden View Restaurant, Rose Villanueva, Agent, located at 216 E. College Ave, contingent upon approvals from all departments.

Attachments: [Garden View-permanent premise amendment.pdf](#)

[19-0859](#) Class "B" Beer and "Class B" Liquor License Temporary Premise Amendment for Theadocia, LLC dba Spats, Bill Neubert, Agent, located at 733 W College Ave, from July 31-August 5, 2019, contingent upon approvals from all departments.

Attachments: [Spats.pdf](#)

[19-0881](#) Class "B" Beer and "Class B" Liquor License Temporary Premise Amendment for Emmett's Bar & Grill, Sharon Reader, Agent, 139 N. Richmond St, August 1-4, 2019, contingent upon approval from all departments.

Attachments: [Emmetts Bar & Grill.pdf](#)

[19-0964](#) Class "B" Beer and "Class B" Liquor License Temporary Premise Amendment for Riverside Bar & Grill, Gregg Van Dinter, Agent, 906 S. Olde Oneida St, contingent upon approval from all departments.

Attachments: [Riverside Bar & Grill-MoM.pdf](#)

[19-0959](#) Reserve "Class B" Liquor and Class "B" Beer Temporary Premise Amendment application for Fox Cities Building for the Arts, Christina Turner, Agent, Houdini Plaza, September 19, 2019, contingent upon approvals from all departments.

Attachments: [Fox Cities Bldg for the Arts Fundraiser 9-19.pdf](#)

3. MINUTES OF THE CITY PLAN COMMISSION

[19-0684](#)

Request to approve Comprehensive Plan 2010-2030 Future Land Use Map Amendment #1-19 for a portion of the parcels generally located east of North Plateau Street and south of East Wisconsin Avenue (Tax Id #31-1-1044-00, #31-1-1045-01, and #31-1-1216-00) from future Public/Institutional and One and Two-Family Residential land use designation to Commercial land use designation as shown on the attached map and approve the attached Resolution

Attachments: [StaffReport MarksEastSide CompPlan+Rezoning For05-21-19.pdf](#)

Legislative History

5/21/19 City Plan Commission recommended for approval
Proceeds to Council on July 10, 2019.

[19-0686](#)

Request to approve Rezoning #5-19 for a portion of the parcels generally located east of North Plateau Street and south of East Wisconsin Avenue (Tax Id #31-1-1044-00, #31-1-1045-01, and #31-1-1216-00), as shown on the attached maps, from R-1B Single-Family District to C-2 General Commercial District

Attachments: [StaffReport MarksEastSide CompPlan+Rezoning For05-21-19.pdf](#)

Legislative History

5/21/19 City Plan Commission recommended for approval
Proceeds to Council on July 10, 2019.

[19-0689](#)

Request to approve Certified Survey Map #7-19, which crosses a plat boundary, to reconfigure lot lines for 1405 East Wisconsin Avenue (Tax Id #31-1-1043-00), 1206 North Plateau Street (Tax Id #31-1-1044-00), 1200 North Plateau Street (Tax Id #31-1-1045-01), and East Wisconsin Avenue (Tax Id #31-1-1216-00), subject to the conditions in the attached staff report and as shown on the attached maps

Attachments: [StaffReport MarksEastSide CrossingPlatBoundary For05-21-19.pdf](#)

Legislative History

5/21/19 City Plan Commission recommended for approval
Proceeds to Council on July 10, 2019.

[19-0934](#)

Request to approve Special Use Permit #7-19 for a wine bar/tasting room with alcohol sales and consumption located at 101 West Edison Avenue, Suite 100 (Tax Id #31-4-0257-00), as shown on the attached maps and per attached plan of operation, to run with the land subject to the conditions in the attached staff report and approve attached Resolution (2/3 vote of Common Council required for approval)

Attachments: [StaffReport 101WEdison SUP For07-09-19.pdf](#)

4. MINUTES OF THE PARKS AND RECREATION COMMITTEE

5. MINUTES OF THE FINANCE COMMITTEE

[19-0813](#) Request to award the City of Appleton 2019 Fire Station #6 Hardscape Phase 1 project contract to Highway Landscapers, Inc in the amount of \$67,342 with a contingency of \$10,000 for a project total not to exceed \$77,342

Attachments: [2019 Fire Station #6 Hardscape Repairs Phase 1.pdf](#)

Legislative History

6/24/19 Finance Committee recommended for approval

[19-0899](#) Request to approve anticipated Award of Contract for Unit T-19 Kernan Avenue / East South River Street Storm Sewer Construction (bids to be opened Monday, June 24, 2019).

Attachments: [Contract Award & Bids T-19 Kernan Ave.pdf](#)

Legislative History

6/24/19 Finance Committee recommended for approval
Contract awarded to Dorner Inc for \$854,655 with a \$50,000 contingency, for a total contract not to exceed \$904,655.

[19-0902](#) Request to award Unit J-19 Mini Storm Sewer Construction to Dave Tenor Corporation in an amount not to exceed \$200,000.

Attachments: [Contract Award Form Unit J-19.pdf](#)
[J-19 Bid Tab June 17.pdf](#)

Legislative History

6/24/19 Finance Committee recommended for approval

[19-0903](#) Request to award Unit O-19 Sanitary Sewer CIPP Lining to Terra Engineering & Construction Corporation in an amount of \$245,475 with a 1.9% contingency of \$4,547 for a total not to exceed \$250,022.

Attachments: [Contract Award Form O-19.pdf](#)
[Bid Tabs O-19.pdf](#)

Legislative History

6/24/19 Finance Committee recommended for approval

[19-0905](#)

Request to approve Amendment and Change Order #1 to contract for Wastewater "2018 Electrical Distribution Upgrades Phase 1 Project" for alternative design of transformer in the amount of \$98,650 resulting in an increase to contingency from \$103,703 to \$202,353. Overall contract increased from \$1,037,025.66 to \$1,135,675.66.

Attachments: [Wastewater Electrical Distribution Change Order.pdf](#)

Legislative History

6/24/19 Finance Committee recommended for approval

6. MINUTES OF THE COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE

[19-0883](#)

****CRITICAL TIMING**** Request to approve the Offer to Purchase from Valley Tool, Inc. or its assigns to purchase Lots 1 and 2 on Goodland Drive in the Northeast Industrial Park Plat No. 4 consisting of approximately 2.92 acres, at a purchase price of \$107,000 (\$36,643.84 per acre) and authorize staff to negotiate and execute an option to purchase for Lot 3 in the Northeast Industrial Park, Plat Number 4 with terms defined in Addendum A (#10)

Attachments: [Valley Tool Memo 6-26-19.pdf](#)

[Valley Tool OTP Lots 1 & 2 Goodland Dr 6-18-19.pdf](#)

[Valley Tool Memo 5-15-19.pdf](#)

[Valley Tool - Counter Offer No. 3.pdf](#)

[Valley Tool Memo 4-19-19.pdf](#)

[Valley Tool OTP Lots 1-2-3 Goodland Dr 4-17-19.pdf](#)

[Valley Tool - Counter Offer 1_2.pdf](#)

[NEIP Plat No 4 Covenants and Restrictions.pdf](#)

[Map Available Sites NE Bus Park_04182019.pdf](#)

[NEBPUilities.pdf](#)

Legislative History

6/26/19 Community & Economic Development Committee recommended for approval

7. MINUTES OF THE UTILITIES COMMITTEE

8. MINUTES OF THE HUMAN RESOURCES & INFORMATION TECHNOLOGY COMMITTEE

9. MINUTES OF THE FOX CITIES TRANSIT COMMISSION

10. MINUTES OF THE BOARD OF HEALTH

M. CONSOLIDATED ACTION ITEMS

N. ITEMS HELD

O. ORDINANCES

[19-0918](#) Ordinances 69-19 and 70-19

Attachments: [Ordinances going to Council 7-10-19.pdf](#)

P. LICENSE APPLICATIONS AND COMMUNICATIONS REFERRED TO COMMITTEES OF JURISDICTION

Q. RESOLUTIONS SUBMITTED BY ALDERPERSONS REFERRED TO COMMITTEES OF JURISDICTION

R. OTHER COUNCIL BUSINESS

S. CLOSED SESSION

[19-0909](#) The Common Council will go into closed session according to State Statute §19.85(1)(e) for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business whenever competitive or bargaining reasons require a closed session regarding the bluff site development and then reconvene into open session.

T. ADJOURN

Kami Lynch, City Clerk

Reasonable accommodations for persons with disabilities will be made upon request and if feasible.



City of Appleton

100 North Appleton Street
Appleton, WI 54911-4799
www.appleton.org

Meeting Minutes - Final Common Council

Wednesday, June 19, 2019

7:00 PM

Council Chambers

A. CALL TO ORDER

The meeting was called to order by Mayor Hanna at 7:02 p.m.

B. INVOCATION

The Invocation was offered by Alderperson Meltzer

C. PLEDGE OF ALLEGIANCE TO THE FLAG

D. ROLL CALL OF ALDERPERSONS

Present: 14 - Alderperson William Siebers, Alderperson Vered Meltzer, Alderperson Brad Firkus, Alderperson Katie Van Zeeland, Alderperson Rachel Raasch, Alderperson Maiyoua Thao, Alderperson Matt Reed, Alderperson Alex Schultz, Alderperson Christine Williams, Alderperson Patti Coenen, Alderperson Cathy Spears, Alderperson Kyle Lobner, Alderperson Chris Croatt and Mayor Timothy Hanna

Excused: 1 - Alderperson Joe Martin

E. ROLL CALL OF OFFICERS AND DEPARTMENT HEADS

City Attorney Walsh, City Clerk Lynch, Director of Community & Economic Development Harkness, Director of Finance Saucerman, Fire Chief Hansen, Police Chief Thomas, Director of Public Works Vandehey

The following were excused:

Health

Human Resources

Information Technology

Library

Parks, Recreation, & Facilities

Utilities

Valley Transit

F. APPROVAL OF PREVIOUS COUNCIL MEETING MINUTES

[19-0862](#) Common Council Meeting Minutes of June 5, 2019

Attachments: [CC Minutes 6-5-19.pdf](#)

Aldersperson Van Zeeland moved, seconded by Aldersperson Firkus, that the Minutes be approved. Roll Call. Motion carried by the following vote:

Aye: 13 - Aldersperson William Siebers, Aldersperson Vered Meltzer, Aldersperson Brad Firkus, Aldersperson Katie Van Zeeland, Aldersperson Rachel Raasch, Aldersperson Maiyoua Thao, Aldersperson Matt Reed, Aldersperson Alex Schultz, Aldersperson Christine Williams, Aldersperson Patti Coenen, Aldersperson Cathy Spears, Aldersperson Kyle Lobner and Aldersperson Chris Croatt

Excused: 1 - Aldersperson Joe Martin

Abstained: 1 - Mayor Timothy Hanna

G. BUSINESS PRESENTED BY THE MAYOR

[19-0864](#) Children's Week Proclamation

This item will be presented at the July 10th meeting

[19-0865](#) National Pollinator Week Proclamation

This Proclamation was presented

[19-0866](#) Myasthenia Gravis Awareness Month Proclamation

This Proclamation was presented

[19-0878](#) LGBTQ+ Month Proclamation

This Proclamation was presented

[19-0868](#) Parade Committee Awards

This item was presented

[19-0869](#) Plan Commission Appointment

Attachments: [APPT TO PLAN COMM Sabrina Robins 061919.pdf](#)

Aldersperson Lobner moved, seconded by Aldersperson Croatt, that the Plan Commission appointment be approved. Roll Call. Motion carried by the following vote:

Aye: 13 - Alderperson William Siebers, Alderperson Vered Meltzer, Alderperson Brad Firkus, Alderperson Katie Van Zeeland, Alderperson Rachel Raasch, Alderperson Maiyoua Thao, Alderperson Matt Reed, Alderperson Alex Schultz, Alderperson Christine Williams, Alderperson Patti Coenen, Alderperson Cathy Spears, Alderperson Kyle Lobner and Alderperson Chris Croatt

Excused: 1 - Alderperson Joe Martin

Abstained: 1 - Mayor Timothy Hanna

H. PUBLIC PARTICIPATION

The following individuals spoke during Public Participation:

*Item 19-0810 Re: McFleshman's Apiary Appeal
Israel Del Toro, 826 E South St. Appleton
Ronna Swift, 230 W Seymour St. Appleton
Bobby Fleshman, 115 S South St. Appleton*

*Item 19-0751 Re: Increasing monthly parking permits fee
Executive Director of ADI, Jennifer Stephany*

I. PUBLIC HEARINGS

J. SPECIAL RESOLUTIONS

K. ESTABLISH ORDER OF THE DAY

[19-0751](#)

Approve increasing monthly parking permits from \$30/month to \$40/month as part of the 2020 Budget with a January 1, 2020 implementation date.

Attachments: [Proposals for 2020 Budget consideration.pdf](#)

This item was referred back to Municipal Services by Alderperson Coenen.

This Report Action Item was referred to the Municipal Services Committee due back on 6/24/2019.

[19-0749](#)

Approve increasing Street Excavation Permits from \$40 to \$100 as part of the 2020 Budget with a January 1, 2020 implementation date.

Attachments: [Proposals for 2020 Budget consideration.pdf](#)

Alderperson Croatt moved, seconded by Alderperson Coenen, that the Street Excavation Fees effective January 1, 2020 be amended to: \$100 fee for all work that affects the terrace and sidewalk only, and a \$250 fee for all work that impacts pavement and/or curb and gutter. Roll Call. Motion carried by the following vote:

Aye: 11 - Alderperson Vered Meltzer, Alderperson Brad Firkus, Alderperson Katie Van Zeeland, Alderperson Rachel Raasch, Alderperson Maiyoua Thao, Alderperson Matt Reed, Alderperson Christine Williams, Alderperson Patti Coenen, Alderperson Cathy Spears, Alderperson Kyle Lobner and Alderperson Chris Croatt

Nay: 2 - Alderperson William Siebers and Alderperson Alex Schultz

Excused: 1 - Alderperson Joe Martin

Abstained: 1 - Mayor Timothy Hanna

Alderperson Croatt moved, seconded by Alderperson Lobner, that the Street Excavation Fees effective January 1, 2020 be approved as amended. Roll Call. Motion carried by the following vote:

Aye: 11 - Alderperson Vered Meltzer, Alderperson Brad Firkus, Alderperson Katie Van Zeeland, Alderperson Rachel Raasch, Alderperson Maiyoua Thao, Alderperson Matt Reed, Alderperson Christine Williams, Alderperson Patti Coenen, Alderperson Cathy Spears, Alderperson Kyle Lobner and Alderperson Chris Croatt

Nay: 2 - Alderperson William Siebers and Alderperson Alex Schultz

Excused: 1 - Alderperson Joe Martin

Abstained: 1 - Mayor Timothy Hanna

[19-0750](#)

Approve a \$.0.50 fee/week for the 30 gallon refuse carts as part of the 2020 Budget with a January 1, 2020 implementation date.

Attachments: [Proposals for 2020 Budget consideration.pdf](#)

Alderperson Croatt moved, seconded by Alderperson Raasch, that the \$0.50 fee/week for the 30 gallon refuse carts be approved. Roll Call. Motion carried by the following vote:

Aye: 12 - Alderperson William Siebers, Alderperson Vered Meltzer, Alderperson Brad Firkus, Alderperson Katie Van Zeeland, Alderperson Rachel Raasch, Alderperson Maiyoua Thao, Alderperson Matt Reed, Alderperson Alex Schultz, Alderperson Christine Williams, Alderperson Patti Coenen, Alderperson Kyle Lobner and Alderperson Chris Croatt

Nay: 1 - Alderperson Cathy Spears

Excused: 1 - Alderperson Joe Martin

Abstained: 1 - Mayor Timothy Hanna

[19-0752](#)

Approve the elimination of the City's Commercial Recycling Program as part of the 2020 Budget with a January 1, 2020 implementation date.

Attachments: [Proposals for 2020 Budget consideration.pdf](#)

Aldersperson Croatt moved, seconded by Aldersperson Raasch, that the elimination of the City's Commercial Recycling program be approved. Roll Call. Motion carried by the following vote:

Aye: 13 - Aldersperson William Siebers, Aldersperson Vered Meltzer, Aldersperson Brad Firkus, Aldersperson Katie Van Zeeland, Aldersperson Rachel Raasch, Aldersperson Maiyoua Thao, Aldersperson Matt Reed, Aldersperson Alex Schultz, Aldersperson Christine Williams, Aldersperson Patti Coenen, Aldersperson Cathy Spears, Aldersperson Kyle Lobner and Aldersperson Chris Croatt

Excused: 1 - Aldersperson Joe Martin

Abstained: 1 - Mayor Timothy Hanna

[19-0810](#)

McFleshman's Apiary Appeal

Attachments: [Neighbor Notification of Apiary Permit Application.pdf](#)
[Apiary Request Objection.pdf](#)
[McFleshman's Denial Letter.pdf](#)
[Apiary Appeal.pdf](#)

Aldersperson Lobner moved, seconded by Aldersperson Croatt, that the Apiary permit application be approved. Roll Call. Motion carried by the following vote:

Aye: 13 - Aldersperson William Siebers, Aldersperson Vered Meltzer, Aldersperson Brad Firkus, Aldersperson Katie Van Zeeland, Aldersperson Rachel Raasch, Aldersperson Maiyoua Thao, Aldersperson Matt Reed, Aldersperson Alex Schultz, Aldersperson Christine Williams, Aldersperson Patti Coenen, Aldersperson Cathy Spears, Aldersperson Kyle Lobner and Aldersperson Chris Croatt

Excused: 1 - Aldersperson Joe Martin

Abstained: 1 - Mayor Timothy Hanna

L. COMMITTEE REPORTS

Balance of the action items on the agenda.

Aldersperson Croatt moved, Aldersperson Meltzer seconded, to approve the balance of the agenda. The motion carried by the following vote:

Aye: 13 - Alderperson William Siebers, Alderperson Vered Meltzer, Alderperson Brad Firkus, Alderperson Katie Van Zeeland, Alderperson Rachel Raasch, Alderperson Maiyoua Thao, Alderperson Matt Reed, Alderperson Alex Schultz, Alderperson Christine Williams, Alderperson Patti Coenen, Alderperson Cathy Spears, Alderperson Kyle Lobner and Alderperson Chris Croatt

Excused: 1 - Alderperson Joe Martin

Abstained: 1 - Mayor Timothy Hanna

1. MINUTES OF THE MUNICIPAL SERVICES COMMITTEE

[19-0731](#)

Approve Secure Bicycle Parking Policy.

Attachments: [Secure Bicycle Parking Policy.pdf](#)

This Report Action Item was approved.

[19-0743](#)

Approve Motorcycle/Moped Parking Policy.

Attachments: [Motorcycle-Moped Parking Policy.pdf](#)

This Report Action Item was approved.

[19-0747](#)

Request from Gabriel Lofts for a Street Occupancy Permit for a portion of the Alley, Morrison Street, and College Avenue during demolition and earth retention work. Once this phase is completed, a pedestrian zone will be created along College Avenue for the duration of the project (anticipated completion date no later than end of 2020).

Attachments: [Gabriel Lofts-Street Occupancy Permit.pdf](#)

This Report Action Item was approved.

[19-0754](#)

Approve Inter-Governmental Agreement with Outagamie County and the Town of Grand Chute for Prospect Avenue Reconstruction between Seminole Road and Bartell Drive.

Attachments: [Inter-Governmental Agreement-Outagamie Cty and the Town of Grand Chute.pdf](#)

This Report Action Item was approved.

[19-0614](#)

Reserve "Class B" Liquor application of Jai Sung Mah, located at 122 W. Wisconsin Ave, Nusara Yang, Owner.

Attachments: [Liquor License-Jai Sung Mah.pdf](#)
[Denial- Yang 2019.pdf](#)

This Report Action Item was approved.

[19-0829](#)

2019 Class "B" Beer License renewal application for Jai Sung Mah Pool Club, Nusara Yang, owner, located at 122 W. Wisconsin Ave.

Attachments: [2019 Renewal for Jai Sung Mah Pool Club-Beer License.docx](#)
[Denial- Yang 2019.pdf](#)

This Report Action Item was approved.

[19-0791](#)

Approval of additional 2019-2020 Beer/Liquor License renewals contingent upon approval from all departments by 12:00 p.m. on June 28, 2019.

Attachments: [Late Renewals- Updated 6-11-19.pdf](#)

This Report Action Item was approved.

[19-0818](#)

2019 Cigarette/Tobacco License Renewals

Attachments: [2019 Cigarette renewals-S&L 6-12-19.pdf](#)

This Report Action Item was approved.

[19-0771](#)

Pet Store License renewal application for Petco #1656, located at 3829 E. Calumet St.

Attachments: [Petco -1656 S&L 6-12-19.pdf](#)

This Report Action Item was approved.

[19-0784](#)

Salvage Dealer's License renewal application for Green Meadow Recycling, Inc, located at 2220 W. Everett St, contingent upon approvals from all departments.

Attachments: [Green Meadow Recycling S&L 6-12-19.pdf](#)

This Report Action Item was approved.

[19-0785](#) Temporary Premise Amendment application for Tempest Coffee Collective, located at 181 S. Riverheath Way Ste 1100, on July 13 and September 21, 2019, contingent upon approvals from all departments.

Attachments: [Tempest Coffee Colletive.pdf](#)

This Report Action Item was approved.

[19-0816](#) Salvage Dealer's License renewal application for Appleton Aluminum Recycling Inc, located at 300 N Kensington Dr, contingent upon approval from all departments.

Attachments: [Appleton Aluminum Recycling S&L 6-12-19.pdf](#)

This Report Action Item was approved.

[19-0822](#) Operator's Licenses

Attachments: [Operator's Licenses for 6-12-19 S & L.pdf](#)

This Report Action Item was approved.

[19-0823](#) Renewal Operator's Licenses

Attachments: [RENEWAL Operator Licenses for 6-12-19 s & L.pdf](#)

This Report Action Item was approved.

[19-0826](#) Taxi Cab Company Renewal License application of Atlas Taxi, Matthew J. Hyde, 1125 W Main St Lot 17, Little Chute, WI 54140.

Attachments: [Atlas Taxi.pdf](#)

This Report Action Item was approved.

[19-0827](#) Taxi Cab Company Renewal License application of Dynasty Limousine Service, LLC, Diana Wolters, 314 E Wilson Ave.

Attachments: [Dynasty Limo.pdf](#)

This Report Action Item was approved.

[19-0828](#)

Salvage Dealer's License renewal application for Mach IV Motors LLC, located at 600 E Hancock St, contingent upon approvals from all departments.

Attachments: [Mach IV Motors S&L 6-12-19.pdf](#)

This Report Action Item was approved.

[19-0832](#)

Taxi Cab Company Renewal License application fro LIR Transportation (Fox Valley Cab), Igor Leykin, 719 W Frances St, Appleton, WI 54914

Attachments: [LIR Transportation.pdf](#)

This Report Action Item was approved.

[19-0834](#)

Salvage Dealer's License renewal application for Mr C's Motorcycles LLC, located at 724 S Outagamie St, contingent upon approvals from all departments.

Attachments: [Mr Cs Motorcycles LLC S&L 6-12-19.pdf](#)

This Report Action Item was approved.

[19-0835](#)

Secondhand Article Dealer License application for EcoATM, LLC, located at 511 N. Ballard Ave, contingent upon approvals from all departments.

Attachments: [EcoATM LLC - PicknSave Ballard S&L 6-12-19.pdf](#)

This Report Action Item was approved.

[19-0836](#)

Secondhand Article Dealer License application for EcoATM, LLC, located at 511 West Calumet St, contingent upon approvals from all departments.

Attachments: [EcoATM LLC - PicknSave Calumet S&L 6-12-19.pdf](#)

This Report Action Item was approved.

[19-0848](#)

Pet Store License renewal application for Just Pets, Craig Weborg, Person in Charge, located at 2009 N. Richmond St, contingent upon approvals from all departments.

Attachments: [Just Pets S&L 6-12-19.pdf](#)

This Report Action Item was approved.

3. MINUTES OF THE CITY PLAN COMMISSION

[19-0807](#)

Request to approve the Cypress Homes - N. Haymeadow Avenue Annexation consisting of 5.518 acres m/l located south of W. Edgewood Drive and west of N. Haymeadow Avenue (E. Clearfield Lane, E. Stratford Lane and E. Wentworth Lane dead-end at the subject property), currently in the Town of Grand Chute, as shown on the attached maps, subject to the stipulation in the attached staff report

Attachments: [StaffReport_Cypress_Annexation_For06-11-19.pdf](#)

This Report Action Item was approved.

4. MINUTES OF THE PARKS AND RECREATION COMMITTEE

5. MINUTES OF THE FINANCE COMMITTEE

6. MINUTES OF THE COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE

[19-0794](#)

Request to approve the 2018 Consolidated Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant (CDBG) Program

Attachments: [CAPER memo to CEDC 06-12-19.pdf](#)
[2018-2019 CAPER Draft for Public Comment.pdf](#)

This Report Action Item was approved.

[19-0819](#)

****CRITICAL TIMING**** Request to approve the Real Estate Purchase Agreement from Scannell Properties, LLC or its assigns to purchase Lots 26, 27, 28 and 29 in Southpoint Commerce Park Plat 3 and Parcel ID #31-9-5712-00, comprising a total of approximately 30.44 acres, subject to lot size as determined by survey, at a purchase price of \$1,004,520.00 (\$33,000 per acre)

Attachments: [Appleton PSA Cover Letter 6.6.19.pdf](#)
[Scannell Properties LLC OTP Memo to CEDC 6-12-19.pdf](#)
[Purchase Agreement v2 6.7.2019 Eisenhower Dr. Scannell.pdf](#)
[SPCP Scannell Properties Map.pdf](#)
[SPCP Deed Restrictions.pdf](#)

This Report Action Item was approved.

[19-0830](#)

****CRITICAL TIMING**** Request to approve the Offer to Purchase from Messenger Property Management, LLC (MPM LLC) and/or assignee to purchase Lots 5 and 11 in Southpoint Commerce Park Plat 1, consisting of approximately 2.32 and 3.25 acres respectively, at a purchase price of \$222,800 (\$40,000 per acre) and staff be authorized to negotiate and execute a development or like agreement providing City investment in the project of up to 50% of the land purchase amount (50% of \$222,800 = \$111,400)

Attachments: [Messenger Property Management OTP Memo to CEDC 6-12-19.pdf](#)
[Messenger Property Management OTP Lots 5 & 11.pdf](#)
[Messenger Property Management OTP Lots 5 & 11 pages 4,5.pdf](#)
[SPCP Messenger Property Management Map.pdf](#)
[SPCP Deed Restrictions.pdf](#)

This Report Action Item was approved.

7. MINUTES OF THE UTILITIES COMMITTEE

[19-0815](#)

Amend 2019H Wetlands Delineation Contract with NES by an amount not to exceed \$2,200.

Attachments: [2019H Wetlands Delineation Amendment1 Memo Util Cmte 06-06-2019 final.pdf](#)

This Report Action Item was approved.

8. MINUTES OF THE HUMAN RESOURCES & INFORMATION TECHNOLOGY COMMITTEE

9. MINUTES OF THE FOX CITIES TRANSIT COMMISSION

10. MINUTES OF THE BOARD OF HEALTH

[19-0800](#)

Vinton Construction Noise Variance Request

Attachments: [Vinton Construction Noise Variance Request.pdf](#)

This Report Action Item was approved.

[19-0801](#)

DPW Noise Variance Request

Attachments: [DPW Noise Variance Request.pdf](#)

This Report Action Item was approved.

[19-0802](#)

ADI Lunchtime Live & Heid Summer Concert Noise Variance Request

Attachments: [ADI Lunchtime Live & Heid Summer Concert Noise Variance Request.pdf](#)

This Report Action Item was approved.

[19-0803](#)

ADI Art on the Town Noise Variance Request

Attachments: [ADI Art on the Town Noise Variance Request.pdf](#)

This Report Action Item was approved.

[19-0804](#)

Mile of Music 2019 Noise Variance Request

Attachments: [Mile of Music 2019 Noise Variance Request.pdf](#)

This Report Action Item was approved.

M. CONSOLIDATED ACTION ITEMS

N. ITEMS HELD

O. ORDINANCES

[19-0855](#)

Ordinance 68-19, Cypress Homes - Haymeadow Annexation

Attachments: [Ordinance going to Council 6-19-19.pdf](#)

This Report Action Item was approved.

P. LICENSE APPLICATIONS AND COMMUNICATIONS REFERRED TO COMMITTEES OF JURISDICTION

Q. RESOLUTIONS SUBMITTED BY ALDERPERSONS REFERRED TO COMMITTEES OF JURISDICTION

*Resolution #6-R-19
Massage Establishments*

*Date: June 19, 2019
Submitted by: Alderperson Coenen, District 11
Referred To: Safety & Licensing Committee*

*Whereas, the City of Appleton welcomes massage businesses that employ licensed therapists through the State of Wisconsin, and
Whereas, the majority of these businesses provide healthy legitimate services, some do not and instead foster health and safety risks; and
Whereas, the State of Wisconsin allows municipalities to create ordinances that apply specifically to massage establishments; and
Therefore, Be It Resolved, the City of Appleton explore creating an ordinance requiring massage business establishments to be licensed by the city with a free/low fee. The ordinance should allow city employees to enter the business anytime during business hours.*

R. OTHER COUNCIL BUSINESS

[19-0863](#)

Determine and approve the process by which the current aldermanic vacancy in District 15 and anticipated aldermanic vacancy in District 6 will be filled.

Alderson Croatt moved, seconded by Alderson Meltzer, that the City hold a special election to fill the aldermanic vacancies in District 6 & District 15. Roll Call. Motion carried by the following vote:

Aye: 12 - Alderson William Siebers, Alderson Vered Meltzer, Alderson Brad Firkus, Alderson Katie Van Zeeland, Alderson Maiyoua Thao, Alderson Matt Reed, Alderson Alex Schultz, Alderson Christine Williams, Alderson Patti Coenen, Alderson Cathy Spears, Alderson Kyle Lobner and Alderson Chris Croatt

Nay: 1 - Alderson Rachel Raasch

Excused: 1 - Alderson Joe Martin

Abstained: 1 - Mayor Timothy Hanna

S. ADJOURN

Alderson Raasch moved, seconded by Alderson Spears, that the meeting be adjourned at 8:08 p.m. Roll Call. Motion carried by the following vote:

Aye: 14 - Alderperson William Siebers, Alderperson Vered Meltzer, Alderperson Brad Firkus, Alderperson Katie Van Zeeland, Alderperson Rachel Raasch, Alderperson Maiyoua Thao, Alderperson Matt Reed, Alderperson Alex Schultz, Alderperson Christine Williams, Alderperson Patti Coenen, Alderperson Cathy Spears, Alderperson Kyle Lobner, Alderperson Chris Croatt and Mayor Timothy Hanna


Excused: 1 - Alderperson Joe Martin

Kami Lynch, City Clerk



"...meeting community needs...enhancing quality of life."

OFFICE OF THE MAYOR
Timothy M. Hanna
100 North Appleton Street
Appleton, Wisconsin 54911-4799
(920) 832-6400 FAX (920) 832-5962
e-mail: mayor@appleton.org

TO: Members of the Common Council
FROM: Mayor Timothy Hanna 
DATE: July 5, 2019
RE: Committee Reappointments

It is with pleasure that I present the following reappointments for your information at the July 10th Common Council meeting:

FOX CITIES AREA ROOM TAX COMMISSION
Linda Garvey 1-year term – expires 6/2020

CITY OF APPLETON

Charge to: 11020

CITY OF APPLETON

NOTICE OF PUBLIC HEARING

PROPOSED COMPREHENSIVE PLAN FUTURE LAND USE MAP AMENDMENT

NOTICE IS HEREBY GIVEN of a Public Hearing to be held before the Common Council on Wednesday, July 10, 2019, at 7:00 P.M. in Council Chambers, 6th Floor, City Hall, 100 North Appleton Street, or as soon thereafter as can be heard, for the purpose of considering a Comprehensive Plan Future Land Use Map Amendment request.

Pursuant to Chapter 12: Implementation of the City of Appleton Comprehensive Plan 2010-2030, to consider a request by the owners, Dougherty Properties LLC and Appleton Cemetery Association, and applicant, Carow Land Surveying, for a portion of the parcels located on North Plateau Street and East Wisconsin Avenue (Tax Id #31-1-1044-00, #31-1-1045-01, and #31-1-1216-00) to amend the Comprehensive Plan Future Land Use Map from future Public/Institutional and One and Two-Family Residential land use to Commercial land use.

A copy of the proposed amendment to the Comprehensive Plan Future Land Use Map is available in the Appleton Community and Economic Development Department or the Office of the City Clerk from 8:00 a.m. until 4:30 p.m., Monday through Friday.

All persons interested are invited to attend this meeting and will be given an opportunity to be heard. Any questions regarding this matter should be directed to David Kress in the Community and Economic Development Department at (920) 832-6428.

KAMI LYNCH
City Clerk

Reasonable accommodations for persons with disabilities will be made upon request and if feasible.

RUN: May 31, 2019

NOTICE OF PUBLIC HEARING

#5-19

RE: Proposed Zone Change

A public hearing will be held in the Council Chambers, City Hall, Appleton, Wisconsin, on July 10, 2019, at 7:00 P.M., or as soon thereafter as can be heard, to consider the following proposed zone change:

Rezoning #5-19 A rezoning request has been initiated by the owners, Dougherty Properties LLC and Appleton Cemetery Association, and applicant, Carow Land Surveying, in the matter of amending Chapter Twenty-three (Zoning Ordinance) of the Municipal Code of the City of Appleton for the following described real estate. The owners request to rezone:

- A portion of the parcels located on North Plateau Street and East Wisconsin Avenue (Tax Id #31-1-1044-00, #31-1-1045-01, and #31-1-1216-00), as generally described above, from R-1B Single-Family District to C-2 General Commercial District.

Legal Description: A PARCEL OF LAND BEING PART OF LOT 5, BLOCK 56, HARRIMAN'S LAWSBURG PLAT AND PART OF BLOCK 83 OF THE FIRST WARD PLAT, ACCORDING TO THE RECORDED ASSESSOR'S MAP OF THE CITY OF APPLETON, ALL LOCATED IN GOVERNMENT LOT 2 OF SECTION 25, TOWNSHIP 21 NORTH, RANGE 17 EAST, CITY OF APPLETON, OUTAGAMIE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH ¼ OF SECTION 25; THENCE S89°58'11"E, 822.34 FEET ALONG THE NORTH LINE OF GOVERNMENT LOT 2 OF SECTION 25 TO THE NORTHERLY EXTENSION OF THE EAST LINE OF CERTIFIED SURVEY MAP NO. 6320; THENCE S00°31'51"W, 232.86 FEET ALONG SAID EXTENSION AND ALONG THE EAST LINE OF SAID CERTIFIED SURVEY MAP TO A SOUTH LINE OF SAID CERTIFIED SURVEY MAP AND THE POINT OF BEGINNING; THENCE CONTINUING S00°31'51"W, 69.78 FEET TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 5, BLOCK 56, HARRIMAN'S LAWSBURG PLAT; THENCE S89°52'45"W, 154.02 FEET ALONG SAID EXTENSION AND ALONG SAID SOUTH LINE; THENCE N00°30'37"E, 60.00 FEET TO A SOUTH LINE OF CERTIFIED SURVEY MAP NO. 6320; THENCE N89°52'45"E, 84.04 FEET ALONG SAID SOUTH LINE; THENCE N00°31'51"E, 10.00 FEET ALONG SAID SOUTH LINE; THENCE S89°56'32"E, 70.00 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING. SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD. SAID DESCRIBED PARCEL CONTAINS 9,933 SQUARE FEET OF LAND MORE OR LESS.

June 6, 2019

RUN: June 11, 2019
June 18, 2019

KAMI LYNCH
City Clerk



"...meeting community needs...enhancing quality of life."

MEMO

TO: Municipal Services Committee

FROM: Paula Vandehey, Director of Public Works *PAW*

DATE: May 15, 2019

SUBJECT: **Proposals for 2020 Budget consideration.**

As part of the annual budget process, we review fees and services to see if we believe any adjustments should be considered. We know that the 2020 Budget is going to be an especially challenging one, so we took this annual review very seriously and request the following proposals be considered:

1. Street Excavation Permits
2. 30 Gallon Refuse Carts
3. Parking Permits
4. Commercial Recycling Program

Street Excavation Permits

The current \$40 Street Excavation Permit Fee has been in place since 2011. This fee is significantly lower than many of the surrounding communities including:

- Little Chute \$25
- Fox Crossing \$25 (service) \$75 (mainline)
- La Crosse \$35
- Green Bay \$50 (plus \$37.80 for the 1st 100 SF, or portion thereof, and an additional \$7.60 for each additional 100 SF disturbed)
- Neenah \$200
- Grand Chute \$300
- Outagamie County \$1,000

Cutting into roadways reduces the quality and longevity of roads, which is why many communities charge a significant fee for this destruction of the infrastructure. We are proposing to increase the fee to \$100. On average, we issue about 700 Street Excavation Permits per year, so the proposed rate change would equate to an additional \$42,000 in revenue.

30 Gallon Refuse Carts

As part of the 2019 Budget, the Council increased the fee for the 60 gallon and 90 gallon carts. Although there was discussion of charging a \$0.50 fee/week for the 30 gallon carts it was decided at that time to keep the 30 gallon cart at no fee. (See attached document from 2019 Budget Discussions.)

Outagamie County staff recently notified us that based on the significant revenue decreases they are seeing from recycling commodities, they are proposing to increase the tipping fee as much as \$2 per ton. That fee increase will increase our tipping fee expenses by approximately \$43,000.

We are proposing to implement the \$0.50 fee/week for the 30 gallon carts as part of the 2020 Budget. The proposed fee would generate an estimated additional \$95,000 per year in revenue. If this fee is approved as part of the 2020 Budget Process, we would recommend reducing the amount transferred from General Fund to Sanitation Fund (see attached page 329 of the budget book) by \$52,000 with the remaining additional \$43,000 in revenue to cover the increased tipping fee. The \$52,000 increase to the general fund would then be available for other general fund items.

Parking Ramp Monthly Permits

The current Parking Ramp Monthly Permit Fee of \$30 has been in place since 2016. The permit fee is a significant reduction compared to the \$5 per day rate. We believe having a \$40 per month permit fee (equal to less than \$2 per day) is comparable to the following like sized cities:

- Oshkosh (Lot) \$20
- Neenah (Lot) \$22
- Green Bay (Lot) \$30
- La Crosse (Ramp) \$40
- Eau Claire (Ramp) \$44
- Green Bay (Ramp) \$62

The proposed Parking Ramp Monthly Permit Fee of \$40 would generate an estimated additional \$250,000 in revenue annually.

Commercial Recycling Program

The Department of Public Works currently services 355 commercial recycling customers, generating \$114,000 in revenue. We are proposing to eliminate this service for the following reasons:

- The truck we use for commercial recycling is due for replacement in 2020 and the cost of a new truck is approximately \$60,000 higher than what we saved up for through CEA reserved funds.
- The Sanitation budget would be reduced by approximately \$50,000 per year in equipment costs if we don't purchase the truck.

- We are only servicing a small percentage (16%) of all Appleton commercial businesses and there are several private contractors already providing this service in Appleton. In many cases the private haulers are collecting right next door to our customers.
- We are not aware of any local communities providing this level of service for commercial customers.
- The City currently loses approximately \$15,000 per year by providing this service. We anticipate losing \$30,000 per year when we start making payments on the new truck that would be necessary to continue this service. In order to “break even” on this service, we would need to increase our rates by at least 30%. (See attached Commercial recycling Rates Comparison.)

SANITATION SERVICE FEES

Cart Size(s)	Residential Garbage (per week)		Commercial Garbage (per week)	
	Current	Proposed	Current	Proposed
30	\$0.00	\$0.50		
60	\$0.50	\$1.00	\$0.50	\$1.00
90	\$1.30	\$1.50	\$1.30	\$1.50
60 + 60	\$2.50	\$4.00	\$2.50	\$4.00
60 + 90	\$3.30	\$4.50	\$3.30	\$4.50
90 + 90	\$4.30	\$6.00	\$4.30	\$6.00
90 + 90 + 60			\$6.30	\$9.00
90 + 90 + 90			\$7.30	\$10.50

Additional garbage carts = \$1.50 per 30 gallons/week

PRIVATE HAULER QUOTES

Cart Size(s)	Private #1	Private #2	Private #3
	Per Week	Per Week	Per Week
90	\$10.38	\$9.54	NA
2 Yard (400 gal)	\$14.77	\$21.46	\$21.92

2019 Sanitation Budget Fee Discussion

Why are we considering a rate change for our carts?

- ❖ Property tax contribution of \$2,044,968 is exactly the same as it has been since 2015 and significantly less than it used to be (\$2.8 mil in 2010, \$2.6 mil in 2009, etc.)
- ❖ Without a fee increase or increase from property taxes into the Sanitation Fund, the working capital reserve will drop below 25% in 2019.
- ❖ Our diversion rate is never going to decrease unless we get behavior to change (charging different rates for the different size carts is a form of “pay-as-you-throw”)
- ❖ Landfill life at Outagamie County is limited so we need to do everything we can to extend the life so it is not a transfer station for as long as possible (rates will take a huge jump when this change occurs).
- ❖ We have 12,200 carts that are over 25 years old (warranty is 10 years). With carts costing \$50 each, we know that we are going to have to spend \$600,000 over the next few years for cart replacement.

What are we proposing?

- ❖ See Sanitation Service Fees

What are neighboring community's rates?

- ❖ See Sanitation Service & Fee Comparison

SANITATION SERVICE & FEE COMPARISON

Community	Garbage Carts Allowed	Service Fees	Additional Cart Fees	Free Bulk Item Collection	Extra Bags Collected
Kimberly	2	\$10/year	60 Gal = \$2.12/week	12 times per year	No
Grand Chute	2	60 or 90 Gal = \$1.46/week	60 or 90 Gal = \$1.46/week	0 times per year	No
Oshkosh	2	Included in property tax levy	\$110 cart purchase plus \$3.46/week	0 times per year	Weekly with \$10 sticker
Green Bay	1; 2 if prove hardship	Included in property tax levy	\$60 cart purchase	2 times per year (2 CY or less)	4 times per year (4 bags max)
Little Chute	1	Included in property tax levy 30 Gallon = \$1.48/week 60 Gallon = \$1.88/week 90 Gallon = \$2.27/week	N/A	12 times per year	2 times per year
Menasha	1	90 Gallon = \$1.00/week	N/A	5 items/stickers per year	Weekly with \$1 sticker
Appleton (proposed)	2	30 Gallon = \$0.50/week 60 Gallon = \$1.00/week 90 Gallon = \$1.50/week	\$100 cart purchase and \$1.50/week per 30 gallons	26 times per year	Weekly with \$4 sticker
Kaukauna	3	Included in property tax levy	Cart purchase only	12 times per year	12 times per year
Neshah	N/A - Currently manual collection	N/A - Currently manual collection	N/A - Currently manual collection	N/A - Currently manual collection	N/A - Currently manual collection

**CITY OF APPLETON 2019 BUDGET
SPECIAL REVENUE FUNDS**

Sanitation - Administration

Business Unit 2210

PROGRAM BUDGET SUMMARY

Description	Actual		Budget		
	2016	2017	Adopted 2018	Amended 2018	2019
Revenues					
4110 Property Taxes	\$ 2,044,968	\$ 2,044,968	\$ 2,044,968	\$ 2,044,968	\$ 2,044,968
4705 General Interest	181		-	-	-
4710 Interest on Investments	(2,066)	6,605	20,000	20,000	15,000
4801 Charges for Serv.- Nontax	821,560	825,254	825,680	825,680	1,384,243
5005 Sale of City Property - Tax	430	491	1,000	1,000	400
5010 Misc Revenue - Nontax	25	-	-	-	-
5016 Lease Revenue	400	400	400	400	400
5030 Damage to City Property	34,677	300	-	-	-
5071 Customer Penalty	6,583	6,496	7,000	7,000	7,000
Total Revenue	\$ 2,906,758	\$ 2,884,514	\$ 2,899,048	\$ 2,899,048	\$ 3,452,011
Expenses					
6101 Regular Salaries	\$ 86,873	\$ 85,367	\$ 89,946	\$ 89,946	\$ 93,952
6104 Call Time	700	782	450	450	450
6105 Overtime	1,851	411	500	500	500
6108 Part-Time	24	219	-	-	-
6150 Fringes	38,014	38,570	35,175	35,175	37,613
6201 Training/Conferences	-	319	500	500	500
6301 Office Supplies	1,070	675	1,405	1,405	1,405
6303 Memberships & Licenses	190	195	195	195	195
6304 Postage/Freight	18,249	20,053	20,300	20,300	20,300
6305 Awards & Recognition	929	852	945	945	945
6320 Printing & Reproduction	3,479	4,079	4,200	4,200	4,200
6321 Clothing	695	767	750	750	750
6323 Safety Supplies	663	811	700	700	700
6324 Medical/Lab Supplies	101	101	110	110	110
6327 Miscellaneous Equipment	86	-	-	-	-
6403 Bank Services	5,053	4,217	5,400	5,400	5,280
6412 Advertising/Publication	548	1,205	700	700	1,205
6413 Utilities	49,339	48,735	54,898	54,898	57,595
6420 Facilities Charges	22,932	23,664	23,232	23,232	25,312
6424 Software support	3,981	4,931	3,900	3,900	5,100
6425 CEA Equip. Rental	31,915	25,308	26,100	26,100	31,100
6430 Health Services	20	60	50	50	50
6501 Insurance	33,240	39,577	39,680	39,680	39,930
6599 Other Contracts/Obligations	2,282	638	905	905	940
6623 Uncollectible Accounts	281	17	500	500	500
7914 Transfer Out - Capital Projects	-	-	-	-	-
Total Expense	\$ 302,515	\$ 301,553	\$ 310,541	\$ 310,541	\$ 328,632

DETAILED SUMMARY OF 2019 PROPOSED EXPENDITURES > \$15,000

Postage/Freight

City service invoice postage allocation	\$ 10,000
City service invoice folding/inserting	10,000
Other shipping	300
	<u>\$ 20,300</u>

COMMERCIAL RECYCLING RATES

Container Size		Current Rates	35% Increase	40% Increase	50% Increase
	Yards	Weekly	Weekly	Weekly	Weekly
95 Gallon	0.47	\$6.00	\$8.10	\$8.40	\$9.00
300 Gallon	1.49	\$9.00	\$12.15	\$12.60	\$13.50
450 Gallon	2.23	\$11.00	\$14.85	\$15.40	\$16.50
Revenue		\$114,000	\$153,900	\$159,600	\$171,000
2020 Profit/Loss		(\$34,134)	\$5,766	\$11,466	\$22,866

Private Hauler Rate		
	Gallon	Weekly
Cart	96	\$10.61
2 Yard Dumpster	403	\$15.70



"...meeting community needs...enhancing quality of life."

TO: Municipal Services Committee

FROM: Kurt W. Craanen, Inspections Supervisor
Paula Vandehey, Director of Public Works

SUBJECT: Update to Article VI (Electrical) of the Municipal Code

DATE: June 12, 2019

The Wisconsin Department of Safety and Professional Services (DPS) has recently updated standards related to the adoption of the National Electrical Code (NEC).

As a result of these changes, multiple sections of the Municipal Code of the City of Appleton, Article VI should be updated to be consistent with State standards. These changes are attached.

In addition, staff recommends several changes to the Municipal Code, including:

- In cases where electrical work is covered without inspection, the owner is required to hire a licensed master electrician to obtain a permit and take responsibility for the work done (4-346);
- Nonmetallic cable may now be used in commercial buildings (4-439); and
- Temporary electrical equipment must be removed or will be considered rubbish (4-420).

The Department of Public Works recommends approval of the changes to Article VI (Electrical) of Chapter 4 of the Municipal Code of the City of Appleton.

cc: Amanda Abshire

ARTICLE VI. ELECTRICAL

DIVISION 1. GENERALLY

Sec. 4-341. Adoption of the State Electrical Code, State Statutes and other standards.

The Wisconsin Administrative Code, SPS chapters 305, ~~and 316 and 324~~, Wis. Stats. §101 subchapter IV and We Energies meter manuals are hereby adopted by reference and made a part of this article with the same force and effect as though set out in full in this article.

Sec. 4-342. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Electrical work means and includes the installation of electrical wiring, devices and equipment for the production, modification, utilization or safeguarding of electrical energy as covered by the code adopted in § 4-341. Replacement of meter socket(s), service changes and electrical panel replacements are considered electrical work.

Electrical contractor means a legal entity licensed by the State of Wisconsin under SPS 305.41.

Maintenance includes only the necessary repairs to provide the safe operation of previously installed electrical equipment.

Sec. 4-343. Enforcement generally.

The electrical inspector shall enforce all the ordinances or laws relating to electrical installation, including any lawful orders issued by the Department of Safety and Professional Services or any other agency of the State; there is hereby vested in the electrical inspector the necessary power and authority to properly execute such duties. The electrical inspector may issue a citation for any violation of this chapter at any stage of the construction phase.

Sec. 4-344. Authority to discontinue electrical service.

In case of emergency and where electrical currents are dangerous to life or property or may interfere with the work of the Fire Department, the electrical inspector may order all electrical currents disconnected.

Sec. 4-345. Periodic inspection.

The electrical inspector periodically shall make thorough examinations of all the electrical wires and ~~appliances~~ equipment installed in places of public use and occupancy within the City. When such wires

or appliances equipment are found to be in a dangerous or unsafe condition, he shall notify the person owning, using, operating or installing the wires or appliances to place them in a safe condition. The electrical inspector may order the discontinuance of electrical service to such defective wires or equipment until they have been repaired, removed or changed as directed by the electrical inspector, subject to the limitations of this article.

Sec. 4-346. Notification for inspection; concealment of wiring.

Upon the completion of the wiring of any building or before any wiring is to be hidden from view, or prior to reconnecting of service drop or reattachment of electric meter, the person doing the wiring shall notify the electrical inspector. The electrical inspector shall inspect within two full business days following the day of notification, excluding weekends and holidays. If, upon inspection, it is found that such installation is fully in compliance with this article and does not constitute a hazard to life or property, the electrical inspector shall approve the installation and authorize concealment of such wiring or connection for electrical service. If the installation is not strictly in accordance with this article, he shall require the person installing the wiring to remove all hazards and make the necessary changes or additions as soon as practicable. Concealment of electrical work before inspection or failure to comply with the order of the electrical inspector shall constitute a violation of this article. A contractor or his employee, or an owner doing his own work as permitted by § 4-392(e) shall be present for the final inspection. Nothing under this section shall prevent enforcement of this section under Secs. 4-24, 4-343, or any other applicable section.

Failure to notify the electrical inspector prior to concealing the electrical wiring nullifies the residential property owner exemption under 4-392 and §101.862(4)(a).. As a result, the residential property owner shall hire a licensed electrical contractor as required in 4-391 to obtain the license and permit and perform all electrical work for which the permit is issued.

Sec. 4-347. Reserved.

Sec. 4-348. Certificate of Inspection.

No Certificate of Inspection shall be issued for work regulated under this article unless the electric light, power or heating installation and all other electric apparatus connected with it are in strict conformity with the provisions of this article.

Sec. 4-349. ~~Exceptions to construction requirements.~~ Reserved

~~(a) Type NM or NMC nonmetallic sheathed cable shall not be used as the wiring method in buildings and structures other than single family and multifamily dwellings.~~

~~(b) All service entrance conductors shall be installed in a raceway.~~

Sec. 4-350. Review of condemnation order.

When the electrical inspector condemns all or part of the electrical installation in any building, the owner, within five (5) days after receiving written notice from the electrical inspector, may file a petition in writing for review of the action of the electrical inspector to the chairman of the Board of Building Inspection in accordance with § 4-26.

Sec. 4-351. Liability for defects in work.

This article shall not be construed to relieve from or lessen the responsibility or liability of any party owning, operating, controlling or installing or repairing any electrical equipment for damages to anyone injured or any property destroyed by any defect therein. The City and its elected or appointed officials shall not be held as assuming any liability by reason of this article, the inspection authorized in this article, or the certificate issued.

Secs. 4-352 – 4-390. Reserved.

DIVISION 2. LICENSE

Sec. 4-391. Required.

No person, either individually, as a member of a firm, or as an officer or employee of a corporation, shall conduct the business of electrical wiring, electrical construction or contracting, unless such person has a license as required by Wis. Stats. §101.862.

Sec. 4-392. Exemptions.

As allowed under Wis. Stats. §101.862(4)(a), a residential property owner may perform electrical work in his own dwelling which he owns and occupies without a license, with the exception of installing or replacing of service equipment, as long as the work is being conducted in a single family dwelling. Electrical work performed on a residential property which is not a single family owner occupied dwelling will need to be performed by a licensed electrical contractor. The owner of the property must procure a permit prior to starting any electrical work.

Secs. 4-393 – 4-415. Reserved.

DIVISION 3. PERMITS

Sec. 4-416. Application; issuance.

The Inspection Department shall issue permits for all electrical installations to the licensed electrical contractor in charge for light, heat or power upon filing of proper application, which shall be made on forms furnished by the Director. The permit application shall describe the nature of the work as well as such other information as may be required for inspection. Permits shall be issued prior to the start of any electrical work. No permit shall be required for repairs necessary for the proper maintenance of an existing installation, with the exception of service changes and panel/meter changes. Electrical permits are required for demolition of any part of an electrical system. The electrical inspector may require the applicant to furnish additional plans and specifications covering the work to be done in addition to the items that are required in (1) and (2) of this section.

(1) A photometric study: ~~For commercial and industrial projects~~ Where emergency lighting is required, modified or where exit paths have changed, a photometric plan is required. Illumination levels shall be noted on the study using the point-to-point method having a maximum spacing of two feet on center.

(2) Photovoltaic (PV) Systems: Requirements as listed in the "Photovoltaic System Permit Requirements" handout.

Sec. 4-417. Reserved.

Sec. 4-418. Electrical fees.

(a) Generally. Permit fees for the installation of wiring and electrical equipment shall be as provided in this section.

(b) One- and two-family dwellings. The amount of the permit fee for one- (1-) and two- (2-) family dwellings (new construction and additions) shall be on file in the Office of the City Clerk.

(c) Multiple-family buildings. The amount of the permit fee for multiple-family buildings (new construction and additions) shall be on file in the Office of the City Clerk.

(d) Commercial or industrial buildings. For commercial or industrial buildings (new construction and additions) and alterations to all existing commercial buildings, the amount of the permit fees shall be on file in the Office of the City Clerk.

(e) Change of service. The fee for change of service shall be on file in the Office of the City Clerk.

(f) Photovoltaic (PV) systems. The fee for a PV system shall be on file in the Office of the City Clerk.

(g) Penalty for commencing work without permit. The fee for installation of wiring or electrical equipment without a permit shall be triple the permit fee prescribed in this section when a permit is obtained. Payment of any fee mentioned in this subsection shall in no way relieve any person of the penalties that may be imposed for violation of this Article.

(h) Reinspection. A thirty-five dollar (\$35.00) call back inspection fee may be charged each time a reinspection is necessary due to failure to correct, faulty, defective or incomplete work identified during a prior inspection.

(i) Plan review. The fee for plan review shall be on file in the Office of the City Clerk.

(j) Data and Communication wiring. The fee for data and communication wiring shall be on file in the Office of the City Clerk.

Sec. 4-419. Use of license to obtain permit for another.

It shall be unlawful for any licensed electrical contractor or person with a master's license to allow the use of said license, directly or indirectly, for the purpose of obtaining local electrical permits for others.

Sec. 4-420. Temporary installations.

Upon applying for an electrical permit for temporary work, a specified period of time for which such wiring is to remain in service must be stated. Service shall be cut off at the end of this the time period as detailed in the state electrical code. ~~and shall not again be connected without written permission from the electrical inspector.~~ All exterior temporary electrical equipment and material shall be immediately removed from the property after the allowed time period. Any temporary electrical equipment or material left after the allowed time period may be considered construction debris and prohibited as a public nuisance.

Secs. 4-421 – 4-435. Reserved.

Swimming Pools

Sec. 4-546. Permits.

(c) Penalty for commencing work without a permit.

Failure to obtain a required plumbing, electrical, and building permits are subject to the penalties in §4-418(f) ~~(g)~~, §4-292(b) and §4-161(b).



"...meeting community needs...enhancing quality of life."

TO: Municipal Services Committee

FROM: Kurt W. Craanen, Inspections Supervisor
Paula Vandehey, Director of Public Works

SUBJECT: Reinspection Fees

DATE: June 12, 2019

Section 4-161(b) of the Municipal Code of the City of Appleton states that the fee for starting work prior to obtaining a building permit is triple the fee when a building permit is obtained. In addition, Section 4-162(c) states that a callback inspection charge shall be thirty-five dollars (\$35.00). These code sections are in Article I of Chapter 4 of the Municipal Code, which pertains to building permits only. There are similar standards in Article VI of Chapter 4 pertaining to electrical permits.

The plumbing and HVAC sections of Chapter 4 of the Municipal Code do not include corresponding language.

Staff recommends the attached code changes to make the triple fee and call back fee consistent throughout Chapter 4 of the Municipal Code. This includes adding to Section 4-292 to require a thirty-five dollar (\$35.00) callback plumbing inspection charge. This also includes changing Section 4-497(f) to establish a thirty-five dollar (\$35.00) callback HVAC inspection charge and removing language requiring a double fee for late permits.

The Department of Public Works recommends approval of changes to Section 4-292 and Section 4-497 of the Municipal Code of the City of Appleton.

cc: Amanda Abshire

Sec. 4-292. Plumbing fees.

(c) A callback inspection charge shall be established at thirty-five dollars (\$35.00) per callback for all work requiring inspection under plumbing and sewer permit requirements.

Sec. 4-497. Required.

(f) ~~*Late penalty.* The penalty fee for a late permit application shall be a double fee.~~ **Reinspection.** A callback inspection charge shall be established at thirty-five dollars (\$35.00) per callback for all work requiring inspection under mechanical permit requirements.



"...meeting community needs...enhancing quality of life."

June 2019

CITY OF APPLETON STREET NAME SIGN DISTRIBUTION POLICY

This policy has been developed to provide the guidelines under which personalized street name signs will be made and distributed for non-street purposes.

A. GENERAL CITIZENS

No street name signs shall be made for non-street purposes except as noted below.

B. CITIZEN ACADEMY PARTICIPANTS

Street name signs will be made for all citizens that attend at least 6 of the 10 nights of the Citizen's Academy. These signs will be paid for out of the Department of Public Works budget.

C. CITY OF APPLETON EMPLOYEES

Street name signs will be made for any employee retiring with at least 20 years with the City of Appleton at the request of the Department's Director. These signs will be paid for out of the requesting Department's budget.

D. ALDERPERSONS

Street name signs will be made for any former Alderperson with at least 4 years with the Appleton City Council at the request of the Council President or Mayor. These signs will be paid for out of the Council's budget.



"...meeting community needs...enhancing quality of life."

June 2019

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Street name signs will be made for any employee retiring with at least 20 years with the City of Appleton at the request of the Department's Director. These signs will be paid for out of the requesting Department's budget.

D. ALDERPERSONS

Street name signs will be made for any former Alderperson ~~with at least 4 years~~ with the Appleton City Council at the request of the Council President or Mayor. These signs will be paid for out of the Council's budget.

Weed Fee Appeals

ADDRESS	Complaint Received	Compliance Date	Re-inspection Date	Cut	Warrant Posted	Fee	Council Action
12 Ramlen Court	24-May-17	29-May-17	31-May-17	Yes	N/A	\$50	Denied
1530 E. Calumet Street	1-Jun-17	9-Jun-17	21-Jun-17	Yes	N/A	\$50	Denied
6-6201-05, Flintrock	11-Aug-17	21-Aug-17	28-Aug-17	Yes	N/A	\$50	Denied
6-6200-91, Haymeadow	11-Aug-17	21-Aug-17	28-Aug-17	Yes	N/A	\$50	Denied
6-6202-21, Haymeadow	11-Aug-17	21-Aug-17	28-Aug-17	Yes	N/A	\$50	Denied
6-6202-27, Haymeadow	11-Aug-17	21-Aug-17	28-Aug-17	No	29-Aug-17	\$160	Denied
31-1-7509-03, Cherryvale	18-Oct-17	28-Oct-17	31-Oct-17	No	7-Nov-17	\$160	Denied
214 E. Winnebago Street	28-May-19	7-Jun-19	10-Jun-19	No	10-Jun-19	\$160	Denied



05/31/2019 13:00



05/31/2019 13:01

AFFIDAVIT FOR SPECIAL INSPECTION WARRANT

STATE OF WISCONSIN
COUNTY OF OUTAGAMIE

)
) ss
)

Brendan Proer
(414) 322-8697

copy

ESTELLA CAPUTO, being duly sworn, says that on June 7, 2019 in said County, in and upon certain premises in the City of Appleton, and more particularly described as follows:

LOCATION: 214 E WINNEBAGO ST. APPLETON WI
LEGAL OWNER: PATH TO FREEDOM LLC
TAX KEY: 31-6-0258-00

There now exists a necessity to determine if said premise complies with Chapter 12 of the Municipal Code of the City of Appleton. The facts tending to establish the grounds for issuing a Special Inspection Warrant are as follows:

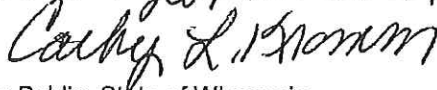
- 1. That he is employed by the City of Appleton in the Department of Public Works - Inspection Division, as an inspector.
2. That the City of Appleton Department of Public Works - Inspection Division has the powers and duties enumerated in Wisconsin Statutes §66.0517 concerning weed control. Additionally, the City of Appleton has adopted §12-58(b) of the Appleton Municipal Code relating to long grass.
3. On May 31, 2019 affiant personally observed a violation of the Appleton Municipal Code, §12-58 relating to the Department's authority to control accumulations of growth of weeds, grass, brush or other rank or offensive vegetation which has grown to a height beyond that allowed by the §12-58(b) of the Appleton Municipal Code.
4. On May 31, 2019 an Official Notice of Violation was posted in a conspicuous location on this property. Said notice informed the property owner of the violation and the required corrective measures. The notice also advised the property owner that failure or refusal to complete the corrective action within the specified time may results in the City entering the property, abating the nuisance, and charging all costs to the property owner.
5. On June 7, 2019 the affiant observed that the premises described above does not comply with §12-58(b), Appleton Municipal Code despite the posting of the Notice of Violation.

Wherefore, your affiant, ESTELLA CAPUTO, on behalf of the City of Appleton Department of Public Works - Inspection Division, prays that a Special Inspection Warrant be issued to enter upon said premises for said purpose.

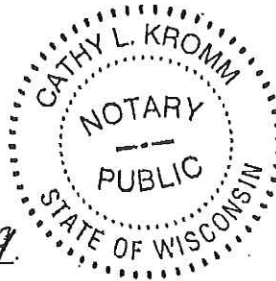
Dated this June 7, 2019


ESTELLA CAPUTO
City of Appleton, Inspector

Subscribed and sworn to before me this
7 day of June, 2019



Notary Public, State of Wisconsin
My commission is permanent/expires 10/11/19



Paula Vandehey

From: Fika Tea Bar <fikateabar@gmail.com>
Sent: Monday, June 3, 2019 7:26 PM
To: Paula Vandehey
Subject: Re: Request for Street Occupancy
Attachments: FIKA seating area.jpg

My apologies, here is the proposed seating area. I accidentally had it in the wrong area.

On Mon, Jun 3, 2019 at 12:46 AM Fika Tea Bar <fikateabar@gmail.com> wrote:
Thank you Paula,

My name is Colleen Bies and I would like a street occupancy permit for tables and chairs within College Avenue beautification strip located at 207 W College Ave.

Colleen Bies
Co-Owner
207 W College Ave
Appleton, WI 54911

Attached is a photo sample of where we plan to place the seating.
I will be requesting a certificate of insurance from our insurance agent and can bring that into the city building along with our permit fee this week.

Let me know what else we should be needing to complete, thank you.

Colleen

On Thu, May 30, 2019 at 3:42 PM Paula Vandehey <Paula.Vandehey@appleton.org> wrote:

Hi Justine,

I will need:

- Request for a street occupancy permit (email is fine)
- Address for the Fika Tea Bar
- Sketch of where tables and chairs would be placed (sample attached)
- Certificate of Insurance
- \$40 Street Occupancy Permit Fee



BOLD SALON

USLER LAW
920-749-0400

207

Burgers & Beer





"... meeting community needs ... enhancing quality of life."

DEPARTMENT OF PUBLIC WORKS
Engineering Division – Traffic Section
2625 E. Glendale Avenue
Appleton, WI 54911
TEL (920) 832-5580
FAX (920) 832-5570

To: Municipal Services Committee
From: Michael S. Hardy, Assistant City Traffic Engineer
Date: June 24, 2019
Re: Recommended award of the *Unit Q-19* Pavement Marking Maintenance Contract (Paint)
Transverse Paint Markings such as Parking Stalls, Crosswalks and Stop Lines

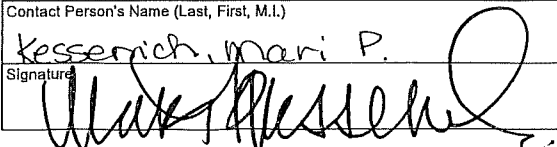

Quotes were opened for the *Unit Q-19* Pavement Marking Maintenance Contract on June 20, 2019, as a means of establishing unit prices for this annual maintenance contract, which generally involves the painting of parking stalls, crosswalks and stop lines in the City.

Quotes were solicited from five companies, but only one quote was received. Crowley Construction Corp. of Wauwatosa, Wisconsin, submitted the low quote in the total amount of \$53,722.50. We consider the unit prices contained in the quote to be reasonable and consistent with prices received in previous years and within industry norms. Crowley has completed this type of work for the City in recent years with good results.

Based on this, we recommend award of the contract to Crowley Construction Corp. in an amount not to exceed \$60,000. This dollar amount is based on available budgeted funds for pavement marking maintenance (17022 Account), as well as pavement marking maintenance to be completed for the Parking Utility (5121 Account).

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? **If yes, explain** Yes No
renew old license, course completed 6-23-19
7. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? Yes No
If yes, explain.
8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? **If yes, explain** Yes No
9. (a) **Corporate/limited liability company applicants only:** Insert state WI and date 1/2014 of registration.
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? **If yes, explain** Yes No
- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? **If yes, explain.** Yes No
10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] Yes No
11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] Yes No
12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000. Signer agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants, or one member of a partnership applicant must sign; one corporate officer, one member/manager of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

Contact Person's Name (Last, First, M.I.) <u>Kessenich, Mari P.</u>	Title/Member <u>President</u>	Date <u>6-13-19</u>
Signature 	Phone Number <u>281-386-9796</u>	Email Address 

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

SCHEDULE FOR APPOINTMENT OF AGENT BY CORPORATION/NONPROFIT ORGANIZATION OR LIMITED LIABILITY COMPANY

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by the officer(s) of the corporation/organization or members/managers of a limited liability company and the recommendation made by the proper local official.

To the governing body of: Town Village City of Appleton County of outagamie

The undersigned duly authorized officer(s)/members/managers of MK2 Investments LLC
(registered name of corporation/organization or limited liability company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as _____
(trade name)

located at PINOT'S palette

appoints 226 e. college ave. appleton, WI 54911.
(name of appointed agent)

Mari Kessenich 4509 n. Knollwood ln appleton 54913
(home address of appointed agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

Yes No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

Is applicant agent subject to completion of the responsible beverage server training course? Yes No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 5 YRS.

Place of residence last year 4509 n. Knollwood ln. Appleton

For: MK2 Investments LLC
(name of corporation/organization/limited liability company)

By: Mari Kessenich
(signature of Officer/Member/Manager)

And: _____
(signature of Officer/Member/Manager)

ACCEPTANCE BY AGENT

I, MARI KESSENICH, hereby accept this appointment as agent for the
(print/type agent's name)

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

Mari Kessenich 6-24-19
(signature of agent) (date)

Agent's age ●●

4509 n. Knollwood ln. Appleton
(home address of agent)

Date of birth ●●●●●●

**APPROVAL OF AGENT BY MUNICIPAL AUTHORITY
(Clerk cannot sign on behalf of Municipal Official)**

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on _____ by _____ Title _____
(date) (signature of proper local official) (town chair, village president, police chief)

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name),		(middle name)	
Kessenich		Mari		Pauline	
Home Address (street/route)		Post Office	City	State	Zip Code
4509 N. Knollwood			Appleton	WI	54913
Home Phone Number		Age	Date of Birth	Place of Birth	
281-386-9796		●●	●●●●	Edina, MN	

The above named individual provides the following information as a person who is (check one):

- Applying for an alcohol beverage license as an **individual**.
- A member of a **partnership** which is making application for an alcohol beverage license.
- President** of MKA Investments LLC
(Officer / Director / Member / Manager / Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

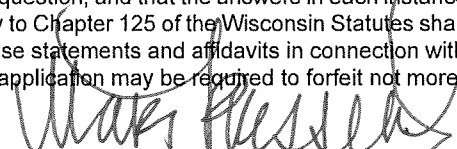
which is making application for an alcohol beverage license.

The above named individual provides the following information to the licensing authority:

- How long have you continuously resided in Wisconsin prior to this date? 5 years
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? Yes No
 If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? Yes No
 If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? Yes No
 If yes, identify. (Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? Yes No
 If yes, identify. (Name of Wholesale Licensee or Permittee) (Address By City and County)
- Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	Employed From	To
Redstone Golf Club	5860 Wilson Rd, Humble, TX 77396	2007	2012
BI Worldwide	7630 Bush Lake Rd, Minneapolis, MN 55439	2004	2007

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.


(Signature of Named Individual)

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
Kessenich		Eric		Arthur	
Home Address (street/route)		Post Office	City	State	Zip Code
4509 N. Knollwood Ln.			Appleton	WI	54913
Home Phone Number		Age	Date of Birth	Place of Birth	
381-638-0223		●●	●●●●	Appleton WI	

The above named individual provides the following information as a person who is (check one):

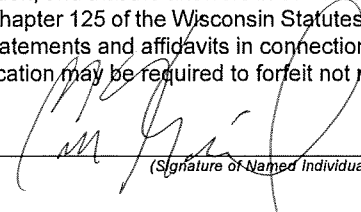
- Applying for an alcohol beverage license as an **individual**.
- A member of a **partnership** which is making application for an alcohol beverage license.
- ~~Agent~~ **vice president** of MKZ Investments LLC
(Officer / Director / Member / Manager / Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)
- which is making application for an alcohol beverage license.

The above named individual provides the following information to the licensing authority:

- How long have you continuously resided in Wisconsin prior to this date? 5 years
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? Yes No
 If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? Yes No
 If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? Yes No
 If yes, identify. (Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? Yes No
 If yes, identify. (Name of Wholesale Licensee or Permittee) (Address By City and County)
- Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	Employed From	To
U.S. Venture	425 Betterway, Appleton WI	8/2010	Present
Saracen Energy Partners	Houston, TX	06/2004	07/2010

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.



(Signature of Named Individual)



City of Appleton

Liquor License Questionnaire

1. Name of Applicant: Mari Pauline Kessenich

2. Name of Business: Pinot's Palette

3. Address of Business: 226 E. College Ave., Appleton, WI 54911

4. Have you or any member of your organization ever been convicted of a misdemeanor or ordinance violation? Yes _____ No
 AND/OR been convicted of a felony? Yes _____ No
 If yes to either question, please explain in detail: _____

5. List all partners, shareholders or investors. Include full name, middle initial and date of birth. Please use additional sheets if necessary.

<u>Mari</u>	<u>P</u>	<u>Kessenich</u>	<u>●●●●</u>
First name	Initial	Last name	Date of Birth
<u>Eric</u>	<u>A.</u>	<u>Kessenich</u>	<u>●●/●●/●●</u>
First name	Initial	Last name	Date of Birth

6. Name of person/corporation you are buying the premises and equipment from?

Name: Amy L Duffey / Artful Expressions LLC
First name Initial Last name
 Address: W6310 Rocky Memorial Drive
 City, State, Zip: Greenville, WI 54942-8583

7. What was the previous name and nature of the business operating at this location?
Pinot's Palette, art studio (same business, new owner)

8. Are alcohol sales an existing use in this building? Yes No _____
If no, When did the operation cease? _____ months ago.

9. Are alcohol sales a new use in this building? Yes _____ No
If yes, please contact the Community Development Department at 832-6468 to obtain a Special Use Permit.

10. Is your primary business restaurant? Yes _____ No

11. Seating capacity: Inside _____ Outside _____

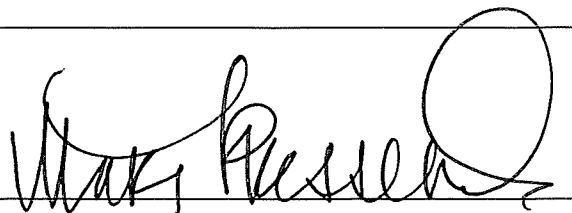
12. Operating hours: _____

13. Number of floor personnel _____ Number of door checkers _____

14. In general, state the size, design and type of the proposed establishment and the operational details.

2800 sq. ft. two room studio offering art classes

6-13-19
Date


Signature

Reasonable accommodations for persons with disabilities will be made upon request and if feasible.

City Clerk



WISCONSIN DEPARTMENT OF REVENUE
PO BOX 8902
MADISON, WI 53708-8902

Contact Information:

2135 RIMROCK RD PO BOX 8902
MADISON, WI 53708-8902
ph: 608-266-2776 fax: 608-264-6884
email: DORBusinessTax@wisconsin.gov
website: revenue.wi.gov

Letter ID L0269382032

MK2 INVESTMENTS LLC
4509 N KNOLLWOOD LN
APPLETON WI 54913-7668

Wisconsin Department of Revenue Seller's Permit

Legal/real name: MK2 INVESTMENTS LLC
Business name: PINOT'S PALETTE
226 E COLLEGE AVE
APPLETON WI 54911-5713

- This certificate confirms you are registered with the Wisconsin Department of Revenue and authorized in the business of selling tangible personal property and taxable services.
- You may not transfer this permit.
- This permit must be displayed at the place of business and is not valid at any other location.
- If your business is not operated from a fixed location, you must carry or display this permit at all events.

Tax Type

Sales & Use Tax

Account Type

Seller's Permit

Account Number



Original Alcohol Beverage Retail License Application

Submit to municipal clerk.

For the license period beginning _____ 20 _____ ;
ending June 30 20 20

TO THE GOVERNING BODY of the: Town of }
 Village of } Appleton
 City of }

County of Outagamie Aldermanic Dist. No. _____ (if required by ordinance)

1. The named Individual Partnership Limited Liability Company
 Corporation / Nonprofit Organization

hereby makes application for the alcohol beverage license(s) checked above.

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): Moon Water Cafe LLC

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the name, title, and place of residence of each person.

Title	Name (Last, First, M.I.)	Home Address	Post Office & Zip Code
President/Member	<u>President Boegh, Shannon, L</u>	<u>1644 E. Vine St.</u>	<u>54911</u>
Vice President/Member	_____	_____	_____
Secretary/Member	_____	_____	_____
Treasurer/Member	_____	_____	_____
Agent	<u>Shannon Boegh</u>	_____	_____
Directors/Managers	_____	_____	_____

3. Trade Name Moon Water Cafe Business Phone Number 920-475-6992
4. Address of Premises 606 N. Lawe Street Post Office & Zip Code 54911

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? Yes No
6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? Yes No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? Yes No
8. (a) Corporate/limited liability company applicants only: Insert state Wisconsin and date _____ of registration.
(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? Yes No
(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? Yes No
(NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) Cafe in local neighborhood serving coffees + teas, baked

10. Legal description (omit if street address is given above): goods along with salads/soups. would like to serve/sell locally
11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? Yes No
(b) If yes, under what name was license issued? _____

12. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277]. Yes No
13. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776]. Yes No
14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000. Signer agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants, or one member of a partnership applicant must sign; one corporate officer, one member/manager of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

S. Boegh / Moon Water Cafe
(Officer of Corporation / Member / Manager of Limited Liability Company / Partner / Individual)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

02

Applicant's WI Seller's Permit No. / FEIN Number: <u>456-1030372118</u> [REDACTED]	
LICENSE REQUESTED	
TYPE	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$ <u>100</u>
<input checked="" type="checkbox"/> Class C wine	\$ <u>100</u>
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class A liquor (cider only)	\$ N/A
<input type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$ <u>60 + 7</u>
TOTAL FEE	\$ <u>267</u>

SCHEDULE FOR APPOINTMENT OF AGENT BY CORPORATION/NONPROFIT ORGANIZATION OR LIMITED LIABILITY COMPANY

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by the officer(s) of the corporation/organization or members/managers of a limited liability company and the recommendation made by the proper local official.

To the governing body of: Town Village City of Appleton County of Outagamie

The undersigned duly authorized officer(s)/members/managers of Moon Water Cafe LLC
(registered name of corporation/organization or limited liability company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as Moon Water Cafe
(trade name)

located at 606⁽¹⁶⁾ North Lawe Street

appoints Shannon Boegh
(name of appointed agent)

1044 E. Vine St. Appleton, WI 54911
(home address of appointed agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

Yes No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

Is applicant agent subject to completion of the responsible beverage server training course? Yes No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 22 years

Place of residence last year 1044 East Vine Street

For: _____
(name of corporation/organization/limited liability company)

By: _____
(signature of Officer/Member/Manager)

And: _____
(signature of Officer/Member/Manager)

ACCEPTANCE BY AGENT

I, Shannon Boegh, hereby accept this appointment as agent for the
(print/type agent's name)

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

S. Boegh 6.17.19
(signature of agent) (date)

Agent's age 30

1044 East Vine St.
(home address of agent)

Date of birth 08/08/89

**APPROVAL OF AGENT BY MUNICIPAL AUTHORITY
(Clerk cannot sign on behalf of Municipal Official)**

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on _____ by _____ Title _____
(date) (signature of proper local official) (town chair, village president, police chief)



City of Appleton

Liquor License Questionnaire

1. Name of Applicant: Shannon Boegh

2. Name of Business: Moon Water Cafe LLC

3. Address of Business: 606 N. Lawe St.

4. Have you or any member of your organization ever been convicted of a misdemeanor or ordinance violation? Yes _____ No X

AND/OR been convicted of a felony? Yes _____ No X

If yes to either question, please explain in detail: _____

5. List all partners, shareholders or investors. Include full name, middle initial and date of birth. Please use additional sheets if necessary.

First name	Initial	Last name	Date of Birth

6. Name of person/corporation you are ^{leasing} ~~buying~~ the premises and equipment from?

Name: Peter H. Smaby
First name Initial Last name

Address: 11 Bellaire Ct.

City, State, Zip: Appleton, WI 54911

7. What was the previous name and nature of the business operating at this location?

Gentle Paws - pet groomer

8. Are alcohol sales an existing use in this building? Yes _____ No X
If no, When did the operation cease? _____ months ago.

9. Are alcohol sales a new use in this building? Yes X No _____
If yes, please contact the Community Development Department at 832-6468 to obtain a Special Use Permit.

10. Is your primary business restaurant? Yes X No _____

11. Seating capacity: Inside 15 Outside _____

12. Operating hours: Tuesday - Saturday 8:30 - 6:30

13. Number of floor personnel 1 Number of door checkers 0

14. In general, state the size, design and type of the proposed establishment and the operational details.

The space is about 500 sqft. The primary use will be coffee and tea drinks along with baked goods, salads and small plates. Since my capacity is 15, most of the food/drinks will be for carry out. The business is near Jacob's, so I'd be encouraging customers to patronize there as well.

6.17.19
Date

S.P.R.
Signature

Reasonable accommodations for persons with disabilities will be made upon request and if feasible.

OFFICIAL NOTICE

Published pursuant to Section 125.04(3)(g) of the Wisconsin Statutes.

NOTICE is hereby given that the following persons have given application to the Common Council of the City of Appleton for a License to Sell Intoxicating Liquors and/or Fermented Malt Beverages in the City of Appleton, the granting of which is now pending.

2019-2020 RENEWALS

**CLASS "B" FERMENTED MALT BEVERAGE LICENSE
AND CLASS "C" WINE LICENSE**

NAME

TRADE NAME

ADDRESS

The Draw LLC
John C. Adams, Agent, 425 E Circle St Appleton WI 54911

The Draw

800 S Lawe St

Operator's Licenses for 7/10/19 S & L

1. Ashon Anderson 1401 S Nicolet Rd Appleton 54914
2. Destiny Ashworth 720 W 8th St Appleton 54914
3. Dul Bahadur 4494 Soda Creek Rd #B Oshkosh 54901
4. Joseph Brawner 1812 W Weiland Ln #10 Appleton 54914
5. Philip Carroll 3000 S Lance Ave Appleton 54915
6. Veronica Castro-Sendejas 1614 E Harding Dr #6 Appleton 54915
7. Katherine Cunningham 848 Higgins Ave Neenah 54956
8. Christopher Damaso 926 W Franklin St Appleton 54914
9. Julianne Durie 2470 W Glendale Ave D Appleton 54914
10. Beau Ellenbecker 400 N Division St Appleton 54911
11. Elijah Farnum 3628 N Cherryvale Pl #1 Appleton 54913
12. Michaela Frichner 525 N Sampson St Appleton 54911
13. Jenna Funk 803 W Browning St Appleton 54914
14. Stefanie Galeana 2105 E Forest St Appleton 54915
15. Megan Gundrum 420 E Carrington Ln Appleton 54913
16. Ryan Hacker 1808 E Fremont St Appleton 54915
17. Madelin Hamilton N9599 Golden Way Appleton 54915
18. Corrina Heider 224 E Coolidge Ave Appleton 54915
19. John Kiesau 500 E Eagle Flats Pkwy #102 Appleton 54915
20. Rebecca Koopman 622 S Commercial St Neenah 54956
21. Logan Lang W5947 Sweet Pea Dr Appleton 54915
22. Melissa Langenhuizen 774 S Commercial St Neenah 54956
23. Menzinda Lee 1119 N Story St Appleton 54914
24. Sabrina MacDonald W7014 Manitowoc Rd Menasha 54952
25. Caitlin McDonald 816 W Harris St Appleton 54914
26. Darrin McElhatton 511 N Superior St #2 Appleton 54911
27. Sienna Olson 1763 Harrison St #8 Neenah 54956
28. Jamie Ott 245 Twin Harbor Dr Winneconne 54986
29. Kaide Pop W6022 Zinnia Dr Appleton 54915
30. Alexandria Riemer 3108 S Stonemeadow Way #10 Appleton 54915
31. Laura Riemer 4012 Towne Lakes Cir 8212 Appleton 54913
32. Erin Schubin 1504 W Commercial St Appleton 54914
33. Darby Schumacher 1280 Washington St Wrightstown 54180
34. Justin Shapiro 4005 Towne Lakes Cir 10315 Appleton 54913
35. Chitra Kala Sharma Chapai 209 W Calumet #3 Appleton 54915
36. Jack Slowey 3016 E Greenleaf Dr Appleton 54914
37. Alexis Snedden 202 ½ N Story St Appleton 54914
38. Hayllie Sorenson 15 Tri Park Way Appleton 54914
39. Amanda Stohltz 122 Mayer St Neenah 54956
40. Samuel Tabbert 1023 W Lawrence St Appleton 54914
41. Jeffrey Thao 1316 S Theodore St Appleton 54915

- | | |
|-------------------------|---|
| 42. Jeremiah Torrez | 209 ½ W Fair St Appleton 54911 |
| 43. Michael Troncoso | 838 W Airport Rd Menasha 54952 |
| 44. Megan Turner | 1205 E Gunn St #5 Appleton 54915 |
| 45. Derek VandenBloomer | 2002 N Superior St Appleton 54911 |
| 46. Erin Visocky | 631 W 5 th St Appleton 54911 |
| 47. Dayon Walker | 1003 W Summer St Appleton 54914 |
| 48. Spencer Washington | 711 E Boldt Way SPC1542 Appleton 54911 |
| 49. Joshua Wiedoff | 203 Meadowbrook Dr Neenah 54956 |
| 50. Jordan Wuensch | N2268 Hillandale Dr Greenville 54942 |
| 51. Jenna Wydeven | W1445 Berkans Rd Fremont 54940 |
| 52. Ileana Yanez | 1380 Scheuring Rd #19 De Pere 54115 |
| 53. Bau Bai Yang | 209 Royal Ct #1 Appleton 54915 |

RENEWAL Operator's Licenses for 7/10/19 S&L

1. Chelsea Adrian 713 W Hawes Ave Appleton 54914
2. Summer Alswager 1127 Geneva Rd Menasha 54952
3. Elizabeth Armstrong N9643 Crystal Ct Appleton 54915
4. Justine Arnoldussen-Gravedoni 706 S John St #7 Kimberly, WI 54136
5. Dale Baird W2810 Brookhaven Dr Appleton 54915
6. Dakota Bartlein W6707 Manitowoc Rd Menasha 54952
7. Lesley Bartley 118 S Story St Appleton 54914
8. Jennifer Bass 4026 Towne Lakes Cir #2213 Appleton 54913
9. Michael Bierstaker 1715 S Hillcrest Dr Appleton 54914
10. Heather Blohowiak W5779 County Rd KK Appleton 54914
11. Mark Boone N346 Greenwood Rd Hortonville 54944
12. Tammy Boone N3146 Greenwood Rd Hortonville 54944
13. Jacob Brooks 1073 Still Meadow Ln #8 Menasha 54952
14. Brendan Brustman 418 Heyrman St Green Bay 54302
15. Denise Bunn 2345 Spring Meadow Dr Neenah 54956
16. Karen Bunnell 36 Spencer Village Ct Appleton 54914
17. Jeffrey Byrne 1230 W Frances St Appleton 54914
18. Shiua Prasad Chapai 209 W Calumet St #3 Appleton 54915
19. Julie Clemins 2606 N Lisa St Appleton 54914
20. Catherine Cole 1418 N Union St Appleton 54911
21. Jeffrey Collier 2970 W Spencer St Appleton 54914
22. Quiton Creapeau 306 N Appleton St #3 Appleton 54911
23. Mary Dennis 1380 Home Ave Menasha 54952
24. Peter DiNardo 701 S Joseph St Appleton 54915
25. Debbie Dollaway 217 W 12th St #10 Kaukauna 54130
26. John Engerson 900 4th St De Pere 54115
27. Antonio Espinoza-Perez 1726 S Angela Dr Appleton 54915
28. Agnieszka Facius 2700 E Plank Rd #10 Appleton 54915
29. Rebecca Fowler 3221 E Parkside Blvd #89 Appleton 54915
30. Eli Gartner 4803 N Apple Rd Appleton 54913
31. Bryanna Gullickson 202 N Union St Appleton 54911
32. Debra Gullikson W5843 Sweet Pea Dr Appleton 54915
33. Lori Hanke 1019 ½ Elsie St Appleton 54914
34. Brittni Hemauer 1820 E Pershing St #12 Appleton 54911
35. Michael Hetzel 2130 Elmview Dr #D Green Bay 54304
36. Jamie Hostettler 1900 E Calumet St Apt G Appleton 54915
37. Kristi Jenkins 1422 W Pershing St Appleton 54914
38. Amanda Johnson 2624 Vista Ct Appleton 54915
39. Deborah Kamps 1500 N Mason St Appleton 54914
40. Christian Johnson 1512 Kingswood Dr Neenah 54956
41. Mandeep Kaur 3709 S Boyd Ct Appleton 54915
42. Joseph King 2329 N Cloudview Dr Appleton 54914
43. Ann Koleske 5504 W Michaels Dr #2 Appleton 54913
44. Abigail Kosiorek 310 Cherry Lane Apt B Little Chute 54140
45. Travis Krause 835 W Grant St Appleton 54914
46. Vincent Lebrun 1709 E Wyndmere Dr Appleton 54913
47. Kevin LeClaire 564 Belmont Ave Neenah 54956
48. Lindsay Love 1518 S Jackson St Appleton 54915
49. Brendton Mack 423 N College Ave #202 Appleton 54911

50. Andrew Maloney	127 Madison St Menasha 54952
51. Johnathon Maloney	N771 Municipal Dr Appleton 54914
52. Graham Matuszak	W261 Country Rd UU Kaukauna 54130
53. Jason Mazanec	2240 W Cortland Dr Appleton 54914
54. Kevin McElrath	2901 S Dellwood St Appleton 54915
55. Carrie Michaelis	22 Eastwood Ct #2 Appleton 54915
56. Adam Michelic	721 N Oneida St Appleton 54911
57. James Micke	W2220 Gentry Rd #7 Kaukauna 54130
58. Kelsey Micke	505 Buchanan Rd Kaukauna 54130
59. Kevin McElrath	2901 S Dellwood St Appleton 54915
60. Melissa Miller	1800 W Marquette St #411 Appleton 54914
61. Christopher Montour	904 N Bay Ridge Rd Appleton 54915
62. Gaoshang Moua	2302 Southwood Dr Appleton 54915
63. Lynda Nabbefeld	2810 N Park Drive Ln #9 Appleton 54911
64. Kyle Nelson	W7243 Moonlight Dr Greenville 54942
65. Julie Parizek	501 N Cambridge Dr Appleton 54915
66. Priscilla Person	1015 E Eldorado St Appleton 54911
67. Jeanne Peskie	405 S Olde Oneida St Appleton 54911
68. Joseph Plamann	3500 N Marco Ln Appleton 54911
69. Justine Plamann	2511 N Helen St Appleton 54911
70. Jessica Prime	1506 E Lindbergh St Appleton 54911
71. Andrew Reader	W3841 Highview Dr Appleton 54913
72. Sarah Reetz	410 Bicentennial Ct #6 Kaukauna 54130
73. Robin Rothe	526 E Wilson Ave Appleton 54915
74. Jessica Scheer	224 Olde Pulley Ln Apt O Menasha 54952
75. Jena Scherer	1763 Paul Dr Kaukauna 54130
76. Vicki Scheerer	PO Box 272 Menasha 54952
77. Samantha Schroeder	206 E Harding Dr Appleton 54915
78. Paul Shrode	726 Washington St Appleton 54911
79. Samantha Schroeder	206 E Harding Dr Appleton 54915
80. Kay Scruton	1137 W Wisconsin Ave Appleton 54914
81. Paul Shrode	726 E Washington St Appleton 54911
82. Tabatha Slagle	N5685 Island St Shioctic 54170
83. Brian Springer	635 5 th St Menasha 54952
84. Anne Stichman	N11037 State Rd 22 Clintonville 54929
85. Dennis Stiller	402 S Memorial Dr #1 Appleton 54911
86. Sara Strelow	603 E Fremont St Appleton 54915
87. Lisa Stucke	709 W 3 rd St Appleton 54914
88. Joseph Svejda	3221 E Parkside Blvd #89 Appleton 54915
89. Karen Thomas	1400A E Wisconsin Ave Appleton 54911
90. Vicki Thompson	706 S John St #9 Kimberly 54136
91. Denise Thor	2641 N Linwood Ave Appleton 54914
92. Jodi Ulman	916 W Ridgeview Dr Appleton 54914
93. Drew Van Ess	3221 N Country Run Dr Appleton 54914
94. Sonia Verrett	1825 Harrison St #15 Neenah 54956
95. Benjamin Walters	2612 S Meadowview Ln Appleton 54915
96. Kimberly Wians-Bixby	1715 N Helen St Appleton 54911
97. Alexandria Witkowski	614 N Appleton St 54911
98. Suzanne Wolkiewicz	2221 N Ballard Rd #20 Appleton 54911
99. Carrie Zachow	N257 VanHandel Dr Appleton 54915

P 2400
6-27-19 Rec 11211
#23800

V#33697.R02

Application for Cigarette and Tobacco Products Retail License

MUNICIPAL USE ONLY

Submit to municipal clerk.

\$100.00 fee

License Number
Period Covered 7/1/2019-6/30/2020
Date of Issuance

Applicant's Wisconsin 15-digit Sales Tax Account Number

← This must be issued in the same Legal Name of the licensee below.

Legal Name (corporation, limited liability company, partnership or sole proprietorship) FAMILY DOLLAR STORES OF WISCONSIN, LLC			Federal Employer Identification No. (FEIN) 	
Trade or Business Name (if different than Legal Name) FAMILY DOLLAR #23800			Telephone Number (920-731-0919)	
Business Address (License Location) 808 W WISCONSIN AVENUE		Business Located In <input checked="" type="checkbox"/> City <input type="checkbox"/> Village <input type="checkbox"/> Town		Business Telephone (757-321-5000)
Municipality APPLETON	State WI	Zip Code 54914-3509	County OUTAGAMIE	
Mailing Address (if different than Business Address) ATTN: TOBACCO, 500 VOLVO PKWY		Municipality CHESAPEAKE	State VA	Zip Code 23320-1604

Organization (check one)

- Sole Proprietor Wisconsin Corporation – Enter date incorporated: _____
- Partnership Out-of-State Corporation – Are you registered to do business in Wisconsin? Yes No
- Other (describe) _____

- Yes No 1. Does the applicant understand that they must purchase cigarettes only from distributors or jobbers who hold a permit with the Wisconsin Department of Revenue?
- Yes No 2. Does the applicant understand that they must obtain a Tobacco Products Distributor permit if purchasing untaxed tobacco products from an out-of-state company? (Tobacco Products Distributor permit is available from the Wisconsin Department of Revenue at 608-266-6701. See application form CTP-129, revenue.wi.gov/forms/excise/ctp-129.pdf.)
- Yes No 3. Does the applicant understand that they cannot purchase/exchange cigarettes or tobacco products from another retailer, including transferring existing stock to a new owner?
- Yes No 4. Does the applicant understand that they must provide employees with tobacco sales training approved by the Wisconsin Department of Health Services? (<https://witobaccocheck.org>)
- Yes No 5. Does the applicant understand that they may not sell, give or otherwise provide cigarettes/tobacco products and nicotine products to minors (including electronic cigarettes containing nicotine)?
- Yes No 6. Does the applicant understand that they may not sell single cigarettes?
- Yes No 7. Does the applicant understand that cigarette and tobacco products invoices must be kept on the licensed premises for two years from the date of the invoice and be available for inspection by the Wisconsin Department of Revenue/law enforcement and that failure to comply can result in criminal penalties, including loss of cigarettes/tobacco products?
- Yes No 8. Does the applicant understand that only cigarettes and roll-your-own (RYO) tobacco products listed on the Wisconsin Department of Justice's website labeled "Directory of Certified Tobacco Manufacturers and Brands" at www.doj.state.wi.us/dls/tobacco-directory may be sold in Wisconsin?

Cigarettes / Tobacco will be sold over counter through vending machine both

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the applicant. Applicant agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, cannot be assigned to another.

Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

(Officer of Corporation / Member / Manager of Limited Liability Company / Partner / Individual)
Store Lic. Coordinator

Rec-10824 #100
6-18-19

Application for Cigarette and Tobacco Products Retail License

MUNICIPAL USE ONLY

Submit to municipal clerk.

Applicant's Wisconsin 15-digit Sales Tax Account Number
456-1027048147-04

← This must be issued in the same Legal Name of the licensee below.

License Number
Period Covered <u>7-11-19 thru 6-30-20</u>
Date of Issuance

Legal Name (corporation, limited liability company, partnership or sole proprietorship) <u>Eugene Rine</u>		Federal Employer Identification No. (FEIN) <u>[REDACTED]</u>	
Trade or Business Name (if different than Legal Name) <u>The Factory</u>		Telephone Number <u>(920) 809-6844</u>	
Business Address (License Location) <u>588 W college</u>		Business Located In <input checked="" type="checkbox"/> City <input type="checkbox"/> Village <input type="checkbox"/> Town	Business Telephone <u>(920) 809-6844</u>
Municipality <u>Appleton</u>	State <u>WI</u>	Zip Code <u>54911</u>	County <u>OUTAGAMIE</u>
Mailing Address (if different than Business Address) <u>3602 E Edgemere Dr</u>		Municipality <u>Appleton</u>	State <u>WI</u>
			Zip Code <u>54915</u>

Organization (check one)

Sole Proprietor Wisconsin Corporation – Enter date incorporated: _____

Partnership Out-of-State Corporation – Are you registered to do business in Wisconsin? Yes No

Other (describe) _____

- Yes No 1. Does the applicant understand that they must purchase cigarettes only from distributors or jobbers who hold a permit with the Wisconsin Department of Revenue?
- Yes No 2. Does the applicant understand that they must obtain a Tobacco Products Distributor permit if purchasing untaxed tobacco products from an out-of-state company? (Tobacco Products Distributor permit is available from the Wisconsin Department of Revenue at 608-266-6701. See application form CTP-129, revenue.wi.gov/forms/excise/ctp-129.pdf.)
- Yes No 3. Does the applicant understand that they cannot purchase/exchange cigarettes or tobacco products from another retailer, including transferring existing stock to a new owner?
- Yes No 4. Does the applicant understand that they must provide employees with tobacco sales training approved by the Wisconsin Department of Health Services? (<https://witobaccocheck.org>)
- Yes No 5. Does the applicant understand that they may not sell, give or otherwise provide cigarettes/tobacco products and nicotine products to minors (including electronic cigarettes containing nicotine)?
- Yes No 6. Does the applicant understand that they may not sell single cigarettes?
- Yes No 7. Does the applicant understand that cigarette and tobacco products invoices must be kept on the licensed premises for two years from the date of the invoice and be available for inspection by the Wisconsin Department of Revenue/law enforcement and that failure to comply can result in criminal penalties, including loss of cigarettes/tobacco products?
- Yes No 8. Does the applicant understand that only cigarettes and roll-your-own (RYO) tobacco products listed on the Wisconsin Department of Justice's website labeled "Directory of Certified Tobacco Manufacturers and Brands" at www.doj.state.wi.us/dls/tobacco-directory may be sold in Wisconsin?

Cigarettes / Tobacco will be sold over counter through vending machine both

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the applicant. Applicant agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, cannot be assigned to another.

Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

Eugene Rine - 6-18-19
(Officer of Corporation / Member / Manager of Limited Liability Company / Partner / Individual)



LICENSE APPLICATION

for
 PAWNBROKER
 SECONDHAND ARTICLE DEALER
 SECONDHAND JEWELRY DEALER
 SECONDHAND ARTICLE DEALER MALL/FLEA MARKET

FEES ARE NON-REFUNDABLE		Date Recv'd <u>6/28/19</u>
<input type="checkbox"/> Pawnbroker	\$210.00	Acct. CLLPWN
<input type="checkbox"/> Secondhand Article	\$90.00 /\$75.00	orig/rnw (see below)
<input type="checkbox"/> Secondhand Jewelry	\$90.00 /\$75.00	orig/rnw (see below)
<input checked="" type="checkbox"/> Secondhand Mall/Flea	\$165.00	Acct. CLLSMF
<input type="checkbox"/> Investigation fee	\$ 7.00	Acct. CLCPIF
Total fee paid \$ <u>172-</u>		Receipt # <u>11328</u>

<input type="checkbox"/> Original Application	Acct Code: CLLSJW
<input checked="" type="checkbox"/> Renewal	Acct Code: CLLSJR

Instructions: Individual license – Complete Sections 1, 2, 3 and 6
 Partnership license – Complete Sections 1, 2, 3, 4, and 6
 Corporate license – Complete Sections 1, 2, 3, 5, and 6

Return application and required fees to:
 OFFICE OF THE CITY CLERK, 100 N. APPLETON STREET
 APPLETON, WI 54911

SECTION 1 – APPLICANT INFORMATION

Applicant Name (Last, First, MI) <u>Keller Meghan M</u>		Sex <u>F</u>	Race <u>W</u>	Date of Birth <u>●●●●</u>	Place of Birth (City & State) <u>Oshkosh Wisconsin</u>
Street Address <u>7651 Jacquis Rd</u>	City <u>Winneconne</u>	State <u>WI</u>	Zip <u>54986</u>	Home Telephone Number <u>920-203-9123</u>	

SECTION 2 – CONVICTION RECORD

Have you, or any other person listed on this application, been convicted of any of the following:

- A felony within the last ten (10) years? YES NO
- Within the last ten (10) years of:
- A misdemeanor? YES NO
 - A statutory violation punishable by forfeiture? YES NO
 - A county or municipal ordinance violation? YES NO

For each "YES" response provide the date of arrest, the nature of the offense and conviction information: _____

SECTION 3 – BUSINESS INFORMATION

Business Name <u>Ye Old Goat</u>	Street Address <u>1919 E Calumet</u>	City <u>Appleton</u>	State <u>WI</u>	Zip <u>54915</u>	Telephone Number <u>920-243-4014</u>
Owner's Name <u>Meghan Keller</u>	Street Address <u>7651 Jacquis Rd</u>	City <u>Winneconne</u>	State <u>WI</u>	Zip <u>54986</u>	Telephone Number <u>920-203-9123</u>
Business Manager's name	Street Address	City	State	Zip	Telephone Number
Building Owner's Name <u>American Management Group</u>	Street Address <u>3305-C N. Ballard</u>	City <u>Appleton</u>	State <u>WI</u>	Zip <u>54911</u>	Telephone Number <u>920-733-3214</u>

SECTION 4 – PARTNERSHIP INFORMATION

Partnership Name: Ye Old Goat LLC

List name, address, sex, race and date of birth of all partners. Attach additional sheets, if necessary

Name (Last, First, MI)	Sex	Race	DOB	Street Address	City	State	Zip

SECTION 5 – CORPORATE INFORMATION

Corporation Name: _____ State of Incorp. _____

List name, address, sex, race and date of birth of all partners. Attach additional sheets, if necessary

Name (Last, First, MI)	Sex	Race	DOB	Street Address	City	State	Zip

SECTION 6 – PENALTY NOTICE

I understand that this license may be denied or revoked for fraud, misrepresentation or false statements contained in the application or for any violation of Wis. Stats. §§ 134.71, 943.34, 948.62 or 948.63.

Under penalty of law, I swear that the information provided in this application is true and correct to the best of my knowledge. I agree to inform the clerk within ten (10) days of any change in the information supplied in this application.

Signature of Applicant: Meghan M. Keller Date 6, 15, 19

FOR OFFICE USE ONLY

Dept	Approve	Deny	By	Reason
POLICE				
FIRE				
COM DEVELOPMENT				
CITY SEALER				

Safety and Licensing	Common Council	Date Issued	Expiration Date	License Number
<u>7, 10, 19</u>	<u>7, 10, 19</u>	/ /	/ /	



Quadricycle

FEES ARE NON-REFUNDABLE

Date Recv'd 6/28/19

License fee EACH Vehicle \$30.00

Acct. CLLTSE

Investigation fee \$ 7.00

Acct. CLLPIF

Total fee paid \$ 37-

Receipt 11354

LICENSE APPLICATION

for

TAXICAB COMPANY AND LIMOUSINE SERVICE

Original Application

Renewal - License #

1-19

SECTION 1 - APPLICANT INFORMATION

Name of Company Social Station LLC		Business Phone 920-205-9644	
Business Street Address 325 N. Appleton		City App	State WI
Zip 54911		Owner's Name Chris Burns	Date of Birth [REDACTED]
Owner's Name Tina Seashore		Date of Birth [REDACTED]	<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation

SECTION 2 - VEHICLES TO BE OPERATED

(Attach additional sheets if necessary)

Vehicle Number	Capacity	Make/Model	DOT License Plate Number
1	15	Pedal Biz - MegaCycle	N/A

SECTION 3 - COMPANY HISTORY

Is the company currently licensed in any other municipality? YES NO If Yes, what municipality?

Has the company ever been denied a license by any municipality? YES NO If Yes, please explain:

Have any of the owners ever been convicted of a crime? YES NO If Yes, please explain:

Describe the basic operations of the company:
Pedal tours Downtown Appleton

If the business is located in the City limits, Municipal Code requires that off-street parking is provided for. If applicable, what provisions have been made for off street parking?

SECTION 4 - INSURANCE NOTICE

Insurance Coverage:

Insurance Carrier: US Fire Insurance Co

Insurance Agent Name and Phone Number: James Eatmon

Policy Number: AH - 6A26932-002

Policy Period: 4/24/19 - 4/24/2020

I confirm that I have the authority to sign and certify the information contained herein as the permittee/licensee, or duly authorized representative of the entity obtaining this permit/license. I have reviewed and understand the insurance requirements of the City of Appleton. I hereby certify that I, or the company I represent, have insurance in the amounts required to obtain this permit/license, have named the City of Appleton as an additional insured for purposes of this permit/license and have provided the name of my insurance carrier, the policy number, and policy period above. Further, I agree to maintain appropriate insurance coverage for the duration of this permit/license and to indemnify, defend and



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APPLICATION for the Operation of a PET STORE/KENNEL

FEES ARE NON-REFUNDABLE		Date Rec'd <u>6/12/19</u>
See SECTION 5 for Fee Schedule		
License Fee - Initial	\$ _____	Acct. Code: CLPETK
License Fee - Renewal	\$ <u>75</u>	Acct. Code: CLPETK
Investigation Fee	+ \$ 7.00	Acct. Code: CLCPIF
Total Amount Paid	\$ <u>82</u>	Receipt <u>10576</u>
License period July 1 to June 30		

SECTION 1 – BUSINESS LOCATION – Answer all questions completely. Please PRINT clearly			
NOTE: The location of a Kennel or Pet Store is subject to applicable zoning and other regulations.			
Business Name <u>HSA Corporation dba Pet Supplies Plus</u>			
Business Street Address <u>702 W. Northland Ave.</u>		City <u>Appleton</u>	State <u>WI</u>
Business Telephone Number <u>920-832-3858</u>		Zip <u>54914</u>	
SECTION 2 – APPLICANT INFORMATION			
Name <u>Angela Detlaan</u>			
Home Street Address <u>8955 Buchanan St</u>		City <u>Attendale</u>	State <u>MI</u>
Date of Birth <u>●●●●</u>	Male	Female <u>X</u>	Telephone Number <u>●●●●●●●●</u>
SECTION 3 – SERVICES TO BE PROVIDED			
Please check the type(s) of services your establishment will offer:			
<input checked="" type="checkbox"/> Pet Accessories	<input checked="" type="checkbox"/> Fish	<input type="checkbox"/> Live animals	<input checked="" type="checkbox"/> Pet Food
<input type="checkbox"/> Other			
SECTION 4 – PENALTY NOTICE			
Having knowledge of all governmental laws, rules or regulations governing the keeping or protection of animals, I hereby certify that the information provided in this application is true and correct to the best of my knowledge and belief.			
Signature of Applicant: <u>Angela Detlaan</u>			
SECTION 5 – FEE SCHEDULE			
Pet Store License	Initial Fee - \$90.00	Renewal Fee – \$75.00	
Kennel License	10 or less animals - \$55.00	25 or less animals - \$130.00	
	50 or less animals - \$255.00	More than 50 animals - \$5.00 per animal with a minimum of \$280.00	
FOR OFFICE USE ONLY			
Dept.	Approve	Deny	By
Police			
Fire			
City Sealer			
Inspection			
Community Development			
S&L <u>6-26-19</u>	Council <u>7-10-19</u>	Date Issued	Exp. Date
			License Number

05-23-19

Return application to: City Clerk, 100 North Appleton Street, Appleton, WI 54911-4799



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APPLICATION for SALVAGE DEALER'S LICENSE

FEES ARE NON-REFUNDABLE		Date Recv'd <u>6/12/19</u>
License Fee - Local	\$200.00	Acct. CLSALV
✓ License Fee - Out of City	\$ 75.00	Acct. CLSALV
✓ Investigation Fee	+ 7.00	Acct. CLCPIF
Total Amount Paid	<u>82</u>	Receipt <u>10573</u>
License period July 1 to June 30		

SECTION 1 – BUSINESS INFORMATION – Answer all questions completely. Please PRINT clearly

Business Name <u>Golper Supply Co., Inc.</u>			
Business Street Address <u>1810 W. Edgewood Drive</u>	City <u>Appleton</u>	State <u>WI</u>	Zip <u>54913</u>
Business Telephone Number <u>920-731-3266</u>			

SECTION 2 – APPLICANT INFORMATION

Name <u>David Golper</u>			
Home Street Address <u>930 Pleasant Avenue</u>	City <u>Highland Park</u>	State <u>IL</u>	Zip <u>60035</u>
Date of Birth ●●●●●●	Male <input checked="" type="checkbox"/>	Female <input type="checkbox"/>	Telephone Number ●●●●●●●●

SECTION 3 – CORPORATION INFORMATION – List names, addresses and dates of birth of all officers.

President	Last <u>Golper</u>	First <u>David</u>	Middle Initial <u>B</u>	Date of Birth ●●●●●●	Male <input checked="" type="checkbox"/>	Female <input type="checkbox"/>
Address	<u>930 Pleasant Avenue</u>		City <u>Highland Park</u>	State <u>IL</u>	Zip <u>60035</u>	
Vice President	Last	First	Middle Initial	Date of Birth	Male	Female
Address			City	State	Zip	
Secretary	Last	First	Middle Initial	Date of Birth	Male	Female
Address			City	State	Zip	
Treasurer	Last	First	Middle Initial	Date of Birth	Male	Female
Address			City	State	Zip	

SECTION 4 – PENALTY NOTICE

I certify that I am familiar with Section 9.386 of the Municipal Code of the City of Appleton and agree that any license granted under this application may be suspended for cause at any time by the Common Council.
Under penalty of law, I swear that the information provided in this application is true and correct to the best of my knowledge and belief.

Signature of Applicant: *David B Golper*

FOR OFFICE USE ONLY

Dept.	Approve	Deny	By	Reason
Police				
Fire				
City Sealer				
Inspection				
S&L <u>6-26-19</u>	Council <u>7-10-19</u>	Date Issued	Exp. Date	License Number

5-28-19



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**REQUEST for
Beer/Liquor License
Premise Amendment**

FEES ARE NON-REFUNDABLE		Date Recv'd <u>6/27/19</u>
License Fee	\$10.00/event	Acct: CLCAGP
Receipt	<u>11209</u>	

SECTION 1 – LICENSE INFORMATION

Name of Establishment	<u>Garden View</u>	
Address of Establishment	<u>216 E. College Ave. Appleton WI 54911</u>	
Name of Agent	<u>Rose Villarvera</u>	Phone Number <u>920-515-4824</u>

SECTION 2 – PREMISE AMENDMENT

Please describe the change in premises:
A drawing/diagram of the proposed area must also be submitted with this application

Restaurant
Sidewalk

Is this change Permanent?	If this is temporary please specify the reason for the amendment:
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	

Please list the date(s) and time(s) that this temporary premise amendment will be utilized:

SECTION 3 – PENALTY NOTICE

I certify that I am familiar with Section 9-52 of the Municipal Code of the City of Appleton and agree that any license granted under this application may be suspended for cause at any time by the Common Council.
Under penalty of law, I swear that the information provided in this application is true and correct to the best of my knowledge and belief.

Signature of Applicant: Rose Villarvera

FOR OFFICE USE ONLY

Department	Approve	Deny	By	Reason
Comm. Dev.				
Finance				
Fire				
Health				
Inspections				
Police				
S&L	Council		Date Issued	Exp. Date
				License Number



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REQUEST for Beer/Liquor License Premise Amendment

FEES ARE NON-REFUNDABLE		Date Recv'd <u>6/12/19</u>
License Fee	\$10.00/event	Acct: CLCAGP
Receipt	<u>10580</u>	

SECTION 1 – LICENSE INFORMATION

Name of Establishment Spats

Address of Establishment 733 W College

Name of Agent Bill Neubert Phone Number 8501057

SECTION 2 – PREMISE AMENDMENT

Please describe the change in premises:
 A drawing/diagram of the proposed area must also be submitted with this application
Drawing on file from last year.

Is this change Permanent? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	If this is temporary please specify the reason for the amendment: <u>We would like to serve Beer in the parking lot between us + shooting star photography</u>
---	---

Please list the date(s) and time(s) that this temporary premise amendment will be utilized:
July 31 - Aug 5 11am - 2a.m. daily

SECTION 3 – PENALTY NOTICE

I certify that I am familiar with Section 9-52 of the Municipal Code of the City of Appleton and agree that any license granted under this application may be suspended for cause at any time by the Common Council.
 Under penalty of law, I swear that the information provided in this application is true and correct to the best of my knowledge and belief.

Signature of Applicant: [Signature]

FOR OFFICE USE ONLY

Department	Approve	Deny	By	Reason	
Comm. Dev.					
Finance					
Fire					
Health					
Inspections					
Police					
S&L <u>6-26-19</u>	Council	<u>7-10-19</u>	Date Issued	Exp. Date	License Number

College Ave

Fence 50'

Kitchen

Beer Truck

Parking lot

Stage

Back Dining area

2 Porta Potties

S P A T S

A - I - E - V

Dog PO

Fence

Fence 90'

Parking

110'

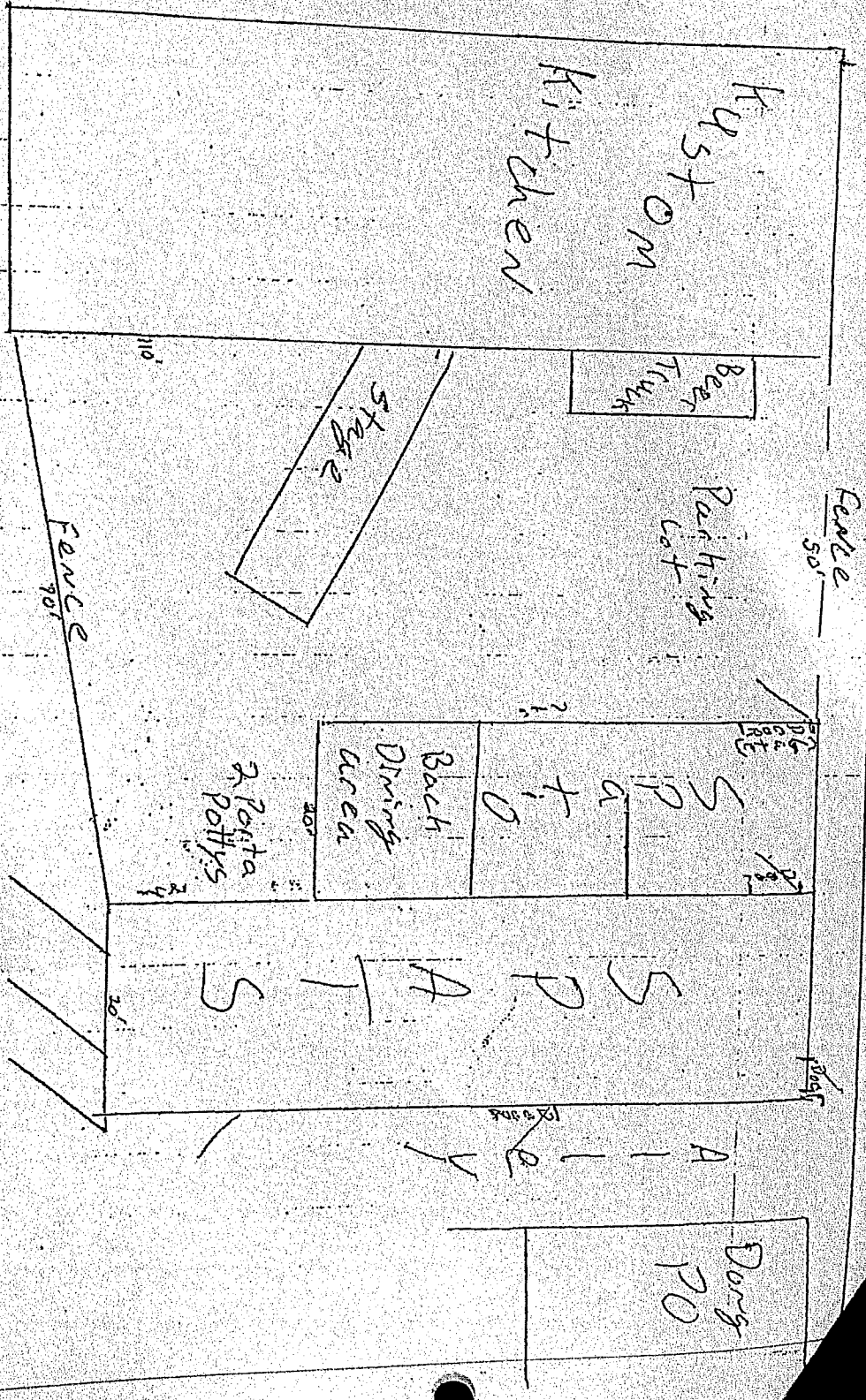
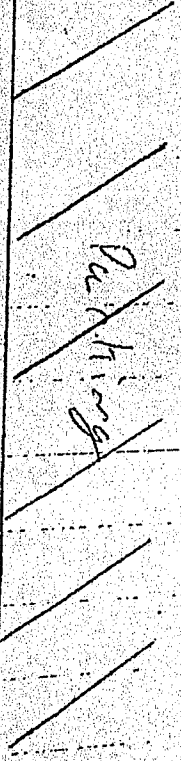
20'

10' x 30'

DOG PO

DOG PO

DOG PO





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REQUEST for Beer/Liquor License Premise Amendment

FEES ARE NON-REFUNDABLE		Date Recv'd <u>6/19/19</u>
License Fee	\$10.00/event	Acct: CLCAGP
Receipt	<u>10885</u>	

SECTION 1 - LICENSE INFORMATION

Name of Establishment <u>Emmetts Bar & Grill</u>	
Address of Establishment <u>139 N. Richmond St</u>	
Name of Agent <u>Sharon Reader</u>	Phone Number <u>920 - 318 - 3697</u>

SECTION 2 - PREMISE AMENDMENT

Please describe the change in premises:
 A drawing/diagram of the proposed area must also be submitted with this application
Parking lot use (approx. square footage 125' x 125')
Fenced in.

Is this change Permanent? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	If this is temporary please specify the reason for the amendment: <u>Mile of Music</u> <u>Aug 1-4</u>
--	---

Please list the date(s) and time(s) that this temporary premise amendment will be utilized:
Thursday Aug 1 through Sunday Aug 4
Thurs - 11AM - 2AM Friday 11AM - 2AM Sat 11AM - 2AM Sunday Noon - 11pm

SECTION 3 - PENALTY NOTICE

I certify that I am familiar with Section 9-52 of the Municipal Code of the City of Appleton and agree that any license granted under this application may be suspended for cause at any time by the Common Council.
 Under penalty of law, I swear that the information provided in this application is true and correct to the best of my knowledge and belief.

Signature of Applicant: Sharon Reader

FOR OFFICE USE ONLY

Department	Approve	Deny	By	Reason
Comm. Dev.				
Finance				
Fire				
Health				
Inspections				
Police				
S&L	Council	Date Issued	Exp. Date	License Number

June 10, 2018

To Whom It May Concern,

I would like to amend my liquor license to include my parking lot (approximate sq. footage = 125 x 125 sq ft) for the Mile of Music weekend. The dates are Thursday, August 1 through Sunday, August 4, 2017. We are planning to have live music and serve alcohol outside.

Like last year, we will have plenty of staff and security scheduled for this event. We plan to have this area fenced off. We will not be allowing anyone under the age of 21 into this area. We will have plenty of Port-a-Potties available.

I have gotten permission from my landlord and surrounding business and neighbors to hold the event outside.

I have to say that I was extremely pleased how my security staff handled this event each year.

If there is any more information you would need, please call me at 920-378-3697.

Sincerely,

A handwritten signature in black ink that reads "Sharon Reader". The signature is written in a cursive style with a large initial 'S' and 'R'.

Sharon Reader
Owner - Emmetts Bar & Grill



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REQUEST for Beer/Liquor License Premise Amendment

FEES ARE NON-REFUNDABLE	Date Recv'd <u>7/3/19</u>
License Fee \$10.00/event	Acct: CLCAGP
Receipt <u>11574</u>	

SECTION 1 - LICENSE INFORMATION

Name of Establishment <u>RIVERSIDE BART GRILL</u>	
Address of Establishment <u>906 S OIDA ONIAPA 54915</u>	
Name of Agent <u>Gregg Van Dinter</u>	Phone Number <u>920 955-3808</u>

SECTION 2 - PREMISE AMENDMENT

Please describe the change in premises:
 A drawing/diagram of the proposed area must also be submitted with this application
SNOW FENCES AROUND EXISTING PARKING LOT
 WITH DOOR IN FRONT + DOOR IN BACK
 BOTH MONITORED

Is this change Permanent? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	If this is temporary please specify the reason for the amendment: <u>August 1, 2019 Thru August 4, 2019 MILE OF MUSIC</u>
--	--

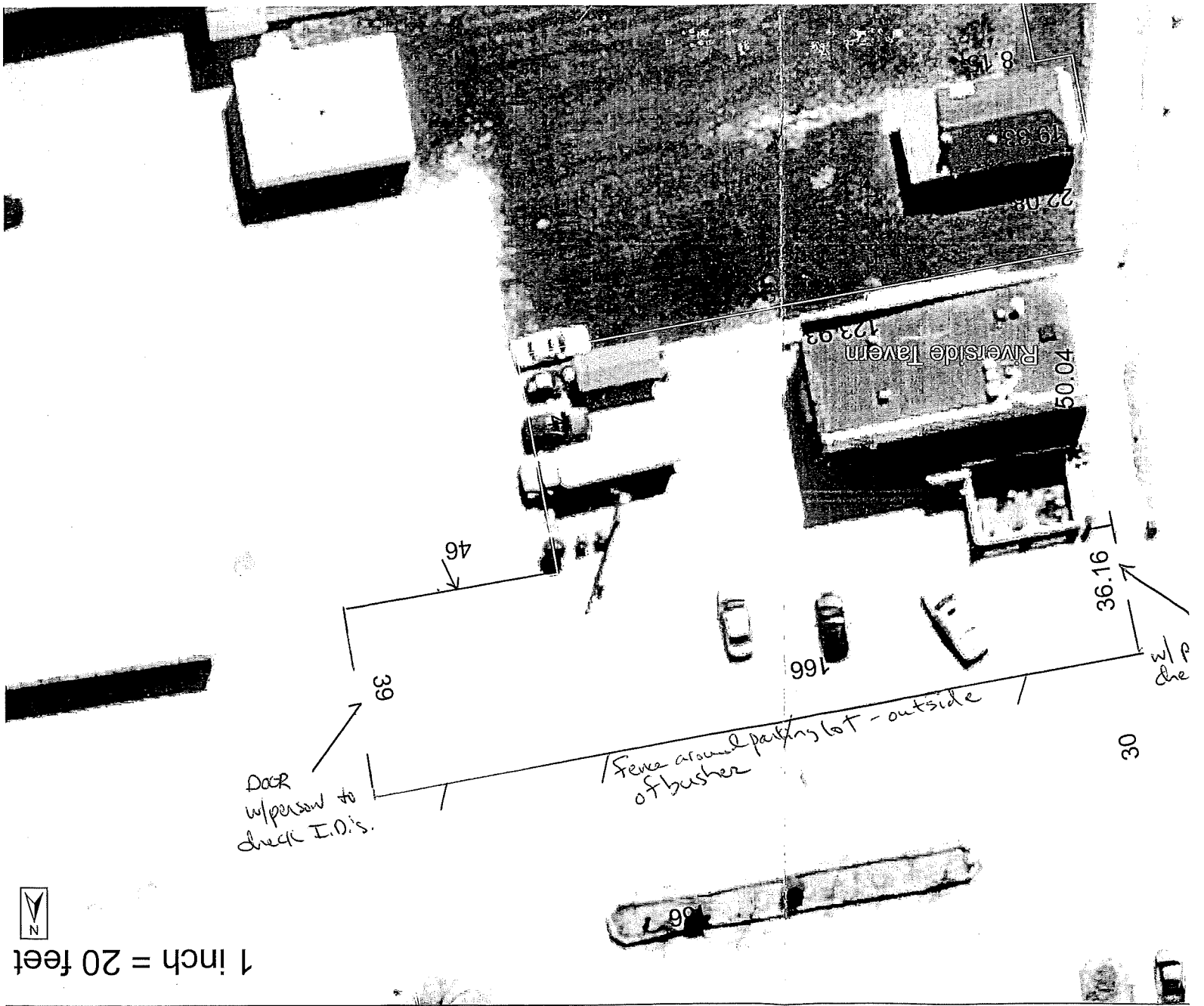
Please list the date(s) and time(s) that this temporary premise amendment will be utilized:
August 1, 2019 Thru 4, 2019
9 am Thru 2:30 AM

SECTION 3 - PENALTY NOTICE

I certify that I am familiar with Section 9-52 of the Municipal Code of the City of Appleton and agree that any license granted under this application may be suspended for cause at any time by the Common Council.
 Under penalty of law, I swear that the information provided in this application is true and correct to the best of my knowledge and belief.

Signature of Applicant: [Signature]

FOR OFFICE USE ONLY				
Department	Approve	Deny	By	Reason
Comm. Dev.				
Finance				
Fire				
Health				
Inspections				
Police				
S&L <u>7-10-19</u>	Council <u>7-10-19</u>	Date Issued	Exp. Date	License Number





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REQUEST for Beer/Liquor License Premise Amendment

FEES ARE NON-REFUNDABLE		Date Recv'd <u>7/3/19</u>
License Fee	\$10.00/event	Acct: CLCAGP
Receipt	<u>11582</u>	

SECTION 1 – LICENSE INFORMATION

Name of Establishment <u>Fox Cities Building for the ARTS</u>	
Address of Establishment <u>111 W. College Ave</u> <u>54911</u>	
Name of Agent <u>CHRISTINA TURNER</u>	Phone Number <u>920-733-4089</u>

SECTION 2 – PREMISE AMENDMENT

Please describe the change in premises:
 A drawing/diagram of the proposed area must also be submitted with this application
Liquor Served by caterer one evening in Houdini Plaza

Is this change Permanent? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	If this is temporary please specify the reason for the amendment: <u>fund raising event on 9/19/19</u>
--	---

Please list the date(s) and time(s) that this temporary premise amendment will be utilized:
9/19/19 5:00 AM until 10: PM

SECTION 4 – PENALTY NOTICE

I certify that I am familiar with Section 9-52 of the Municipal Code of the City of Appleton and agree that any license granted under this application may be suspended for cause at any time by the Common Council.
 Under penalty of law, I swear that the information provided in this application is true and correct to the best of my knowledge and belief.
 Signature of Applicant: Christina Turner

FOR OFFICE USE ONLY

Department	Approve	Deny	By	Reason
Comm. Dev.				
Finance				
Fire				
Health				
Inspections				
Police				
S&L <u>7-10-19</u>	Council <u>7-10-19</u>	Date Issued	Exp. Date	License Number



REPORT TO CITY PLAN COMMISSION

Plan Commission Public Hearing Meeting Date: May 21, 2019

Common Council Public Hearing Meeting Date: July 10, 2019 (Public Hearing on Comprehensive Plan Amendment and Rezoning)

Items: City of Appleton *Comprehensive Plan 2010-2030* Future Land Use Map Amendment #1-19 and Rezoning #5-19

Case Manager: David Kress

GENERAL INFORMATION

Owners: Dougherty Properties, LLC c/o Mark Dougherty and Appleton Cemetery Association

Applicant: Carow Land Surveying Co., Inc. c/o Bob Reider

Address/Parcel: Generally located east of North Plateau Street and south of East Wisconsin Avenue (parts of Tax Id #31-1-1044-00, #31-1-1045-01, and #31-1-1216-00)

Petitioner's Request: The applicant is requesting to amend the City's *Comprehensive Plan 2010-2030* Future Land Use Map from the Public/Institutional and One and Two-Family Residential designations to the Commercial designation for the subject area. In conjunction with this request, the applicant is also proposing to rezone the subject area from R-1B Single-Family District to C-2 General Commercial District. The requests are being made to accommodate a proposed parking lot expansion for an existing restaurant.

BACKGROUND

On March 15, 2017, the Common Council approved/adopted the 5-year update to the *Comprehensive Plan 2010-2030* and Future Land Use Map. This plan establishes a vision for future land use, physical development, and quality of life in the City and provides a comprehensive set of goals, policies, and initiatives to achieve that vision. The *Comprehensive Plan* document and the accompanying Future Land Use Map also serve as a guide for future growth and development in the City. Periodically, development proposals or changing circumstances within the City may trigger consideration of an amendment to the *Comprehensive Plan 2010-2030*. That is the case for this request.

A Certified Survey Map (CSM) was submitted in conjunction with the *Comprehensive Plan Amendment and Rezoning* requests. The CSM would reconfigure lot lines and attach the subject land area with adjacent parcel #31-1-1043-00. CSMs are typically administratively reviewed and approved by City staff, but because it crosses a plat boundary, the CSM must be approved by Plan Commission and Common Council. Per Section 23-40(b) of the Municipal Code, there shall not be more than one zoning district on any parcel of land. Therefore, since the subject land area is currently in a different zoning district than parcel #31-1-1043-00, a rezoning is necessary prior to CSM approval.

Site Plan #11-19 for a proposed parking lot expansion on the subject area was submitted for review. Approval of the rezoning and CSM is needed prior to Site Plan approval.

STAFF ANALYSIS

Procedural Findings: When *Comprehensive Plan 2010-2030* Future Land Use Map Amendment and Rezoning applications are required for the same development project, the respective staff reports are consolidated together as one.

Existing Site Conditions: Parcel #31-1-1216-00 is currently undeveloped. Parcel #31-1-1045-01 is developed with a single-family dwelling and detached garage, but the part of the parcel included in this request is vacant. Parcel #31-1-1044-00 is developed with a single-family dwelling and detached garage, but the part of the parcel included in this request has encroachments from parcel #31-1-1043-00. Combined, the subject land area totals approximately 10,836 square feet.

Surrounding Zoning Classification, Future Land Use Designation, and Current Land Uses:

North: Zoning – C-2 General Commercial District
Future Land Use Designation – Commercial
Current Land Use – Restaurant with parking lot

South: Zoning – R-1B Single-Family District
Future Land Use Designation – One and Two-Family Residential and Public / Institutional
Current Land Use – Single-family dwellings and vacant, undeveloped land

East: Zoning – C-2 General Commercial District and R-1B Single-Family District
Future Land Use Designation – Commercial and Public / Institutional
Current Land Use – Restaurant with parking lot and vacant, undeveloped land

West: Zoning – R-1B Single-Family District
Future Land Use Designation – One and Two-Family Residential
Current Land Use – Single-family dwellings

Proposed Future Land Use Designation: Amendments to the *Comprehensive Plan* are sometimes triggered by technical corrections to omissions or errors, specific development proposals, or changing circumstances in the City. In this case, a specific development proposal for the subject land area is necessitating the change to Commercial designation. An area to the north is already shown as Commercial designation on the Future Land Use Map, so the proposed amendment would represent an expansion of the Commercial designation south of East Wisconsin Avenue.

Comprehensive Plan 2010-2030 Goals and Objectives: The *Comprehensive Plan 2010-2030* and Future Land Use Map are intended to guide City growth and development in an organized, efficient manner. The Plan addresses a range of topics related to land use, housing and neighborhoods, economic development, transportation, utilities and community facilities, and more. Evaluating the proposed amendment for consistency with relevant goals, objectives, and policies is necessary in determining if changes to the Future Land Use Map are appropriate. The proposed amendment appears to be consistent with the following excerpts from the City's *Comprehensive Plan 2010-2030*.

Comprehensive Plan 2010-2030 Future Land Use Map Amendment #1-19 & Rezoning #5-19

May 21, 2019

Page 3

Goal 8 – Economic Development

Appleton will pursue economic development that retains and attracts talented people, brings good jobs to the area, and supports the vitality of its industrial areas, downtown, and neighborhood business districts.

OBJECTIVE 9.2 Economic Development:

Grow Appleton’s business community through recruitment, expansion, and retention programs that ensure a diverse business mix and jobs that pay well.

Policy 9.2.2 Work with the existing business community to help identify and tap opportunities for expansion.

OBJECTIVE 9.4 Economic Development:

Ensure the continued vitality of downtown and the City’s neighborhood commercial districts.

OBJECTIVE 10.1 Land Use:

Provide an adequate supply of suitable land meeting the demand for development of various land uses.

Policy 10.1.1 Adopt, and as necessary, amend the Future Land Use Map in the Comprehensive Plan.

OBJECTIVE 10.5 Land Use:

Support the continued redevelopment and revitalization of land uses adjacent to Appleton’s key transportation corridors and downtown.

Chapter 15: Wisconsin Avenue Corridor Plan, General Plan:

Encourage private renovation and redevelopment that addresses existing limitations of platting and land assembly, site planning issues such as parking and access, and aesthetics.

Proposed Zoning Classification: The purpose of the C-2 General Commercial District is to provide for businesses which serve city and regional markets; provide goods and services to other businesses, as well as consumers, provide services to automobiles and serve the traveling public. The development standards for the C-2 District are listed below:

- 1) **Minimum lot area:** 14,000 square feet.
- 2) **Maximum lot coverage:** 75%.
- 3) **Minimum lot width:** 60 feet.
- 4) **Minimum front yard:** 10 feet.
- 5) **Minimum rear yard:** 20 feet.
- 6) **Minimum side yard:**
 - a. None.
 - b. 10 feet if abutting a residentially zoned district.
- 7) **Maximum building height:** 35 feet.

Zoning Ordinance Review Criteria: A rezoning is often triggered by development proposals or changing circumstances in the City. In this case, the request is being made to reconfigure lot lines (via

Comprehensive Plan 2010-2030 Future Land Use Map Amendment #1-19 & Rezoning #5-19

May 21, 2019

Page 4

CSM) and accommodate a proposed parking lot expansion, which is an allowable accessory use in the C-2 General Commercial District. Based on initial CSM review, if the subject land area is attached to parcel #31-1-1043-00, the remnant lots would still meet applicable development standards for the R-1B Single-Family District. Future development on parcel #31-1-1043-00 would need to conform to the C-2 District zoning regulations listed above and other sections of the Zoning Ordinance. Ultimately, Site Plan review and approval is required, pursuant to Section 23-570 of the Municipal Code, prior to the issuance of a building permit by the Inspections Division.

Standards for Zoning Map Amendments: Per Section 23-65(d)(3) of the Municipal Code, all recommendations for Official Zoning Map amendments shall be consistent with the adopted plans, goals, and policies of the City and with the intent of the Zoning Ordinance. Related excerpts are listed below.

- a. Prior to making a recommendation on a proposed rezoning, the Plan Commission shall make a finding to determine if the following conditions exist. No rezoning of land shall be approved prior to finding at least one of the following:
 1. The request for a zone change is in conformance with the Comprehensive Plan for the City of Appleton. *If Future Land Use Map Amendment #1-19 is approved, to identify this area for future commercial uses, the rezoning request will be in conformance with the Comprehensive Plan 2010-2030.*
 2. A study submitted by the applicant that indicates that there has been an increase in the demand for land in the requested zoning district, and as a result, the supply of land within the City mapped as such on the Official Zoning Map, is inadequate to meet the demands for such development.
 3. Proposed amendments cannot be accommodated by sites already zoned in the City due to lack of transportation, utilities or other development constraints, or the market to be served by the proposed use cannot be effectively served by the location of the existing zoning district(s).
 4. There is an error in the code text or zoning map as enacted.
- b. In addition to the findings required to be made by subsection (a), findings shall be made by the Plan Commission on each of the following matters based on the evidence presented:
 1. The adequacy of public facilities such as transportation, utilities and other required public services to serve the proposed site. *The subject area is served by existing infrastructure, and the transportation network should be able to accommodate the proposed rezoning.*
 2. The effect of the proposed rezoning on surrounding uses. *Commercial uses are already located along Wisconsin Avenue and north of the subject area, including Mark's East Side restaurant. The proposed amendment would allow for reconfigured lot lines to correct a building encroachment and expand the restaurant's existing parking lot. Perimeter parking lot landscape buffers would be reviewed in accordance with Zoning Ordinance requirements at the time of Site Plan review. Therefore, the proposed rezoning request is unlikely to create adverse impacts in the surrounding neighborhood.*

Comprehensive Plan 2010-2030 Future Land Use Map Amendment #1-19 & Rezoning #5-19

May 21, 2019

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Review Criteria: Based upon the above analysis, it would appear the criteria established by Section 23-65(d)(3) Zoning Amendments has been satisfied, provided Comprehensive Plan Future Land Use Map Amendment #1-19 is approved.

Technical Review Group (TRG) Report: These items were discussed at the April 2, 2019 Technical Review Group meeting. No negative comments were received from participating departments.

RECOMMENDATION

Based upon the above analysis, staff recommends the proposed City of Appleton *Comprehensive Plan 2010-2030* Future Land Use Map Amendment #1-19 from Public/Institutional and One and Two-Family Residential designation to Commercial designation and resolution, **BE APPROVED**; and

Staff recommends, based upon the standards for zoning map amendments as required by Section 23-65(d)(3) of the Zoning Ordinance, that Rezoning Application #5-19 to rezone the subject land area located south of East Wisconsin Avenue (parts of Tax Id #31-1-1044-00, #31-1-1045-01, and #31-1-1216-00) from R-1B Single-Family District to C-2 General Commercial District, as shown on the attached map, **BE APPROVED**.

NOTE: If approved, Rezoning #5-19 will be reported out at the same Common Council meeting as the proposed Comprehensive Plan Amendment #1-19 to accurately reflect the change in future land use from Public/Institutional and One and Two-Family Residential designation to Commercial designation.

**RESOLUTION
CITY OF APPLETON**

**ADOPTION OF THE RECOMMENDED AMENDMENT TO THE COMPREHENSIVE
PLAN AS PREPARED BY THE CITY OF APPLETON PLAN COMMISSION**

WHEREAS, the Common Council of the City of Appleton pursuant to Section 62.23 of the Wisconsin Statutes, has established a City Plan Commission; and

WHEREAS, on March 3, 2010, the Common Council adopted the City of Appleton Comprehensive Plan to promote public health, safety and welfare of the City by effectively guiding long-range growth and development within the city and its statutory extraterritorial planning jurisdiction; and

WHEREAS, Chapter 12: Implementation, Comprehensive Plan Update Procedures, of the Comprehensive Plan was created in the City of Appleton Code of Ordinances to provide procedures and criteria for amending and updating the City of Appleton Comprehensive Plan; and

WHEREAS, members of the public were invited to make comments at a meeting held on May 21, 2019, by the City Plan Commission, wherein the following Comprehensive Plan amendment (Amendment #1-19) herein adopted were reviewed and commented upon by members of the public; and

WHEREAS, the City of Appleton Plan Commission has reviewed the recommended amendment to the Comprehensive Plan Future Land Use Map at a meeting held on May 21, 2019; and

WHEREAS, the City of Appleton Plan Commission reviewed the following Comprehensive Plan Amendments, found these amendments to meet the criteria outlined in Chapter 12: Implementation, Comprehensive Plan Update Procedures, warranting inclusion in this resolution:

1. Having been filed with the City Clerk by the City of Appleton Community and Economic Development Department requesting a Comprehensive Plan Future Land Use Map Amendment to change future land use designations for specified property on the Future Land Use Map from (Public/Institutional and One and Two-Family Residential Use) to (Commercial Use).

WHEREAS, members of the public, adjacent and nearby local governmental units will be given a 30-day review and comment period prior to the public hearing, which will be conducted by the Common Council for the Comprehensive Plan proposed amendment; and

WHEREAS, after said public hearing, the Common Council will decide whether to adopt by ordinance the proposed amendments to the Comprehensive Plan; and

WHEREAS, the Comprehensive Plan may be used as the basis for, among other things, updating the zoning ordinance, accomplishing extra-territorial zoning and as a guide for approving or disapproving actions affecting growth and development within the jurisdiction of the City of Appleton; and

WHEREAS, this Comprehensive Plan may from time to time be amended, extended, or added to in greater detail; and

NOW, THEREFORE, BE IT RESOLVED, by the City of Appleton Plan Commission that the recommended Comprehensive Plan amendments are hereby adopted as a part of the City of Appleton Comprehensive Plan 2010-2030 pursuant to §66.1001(4), Wis. Stats. and that the Plan Commission recommends said Comprehensive Plan amendments to the City of Appleton Common Council for adoption by ordinance, after a 30-day public review and comment period and public hearing.

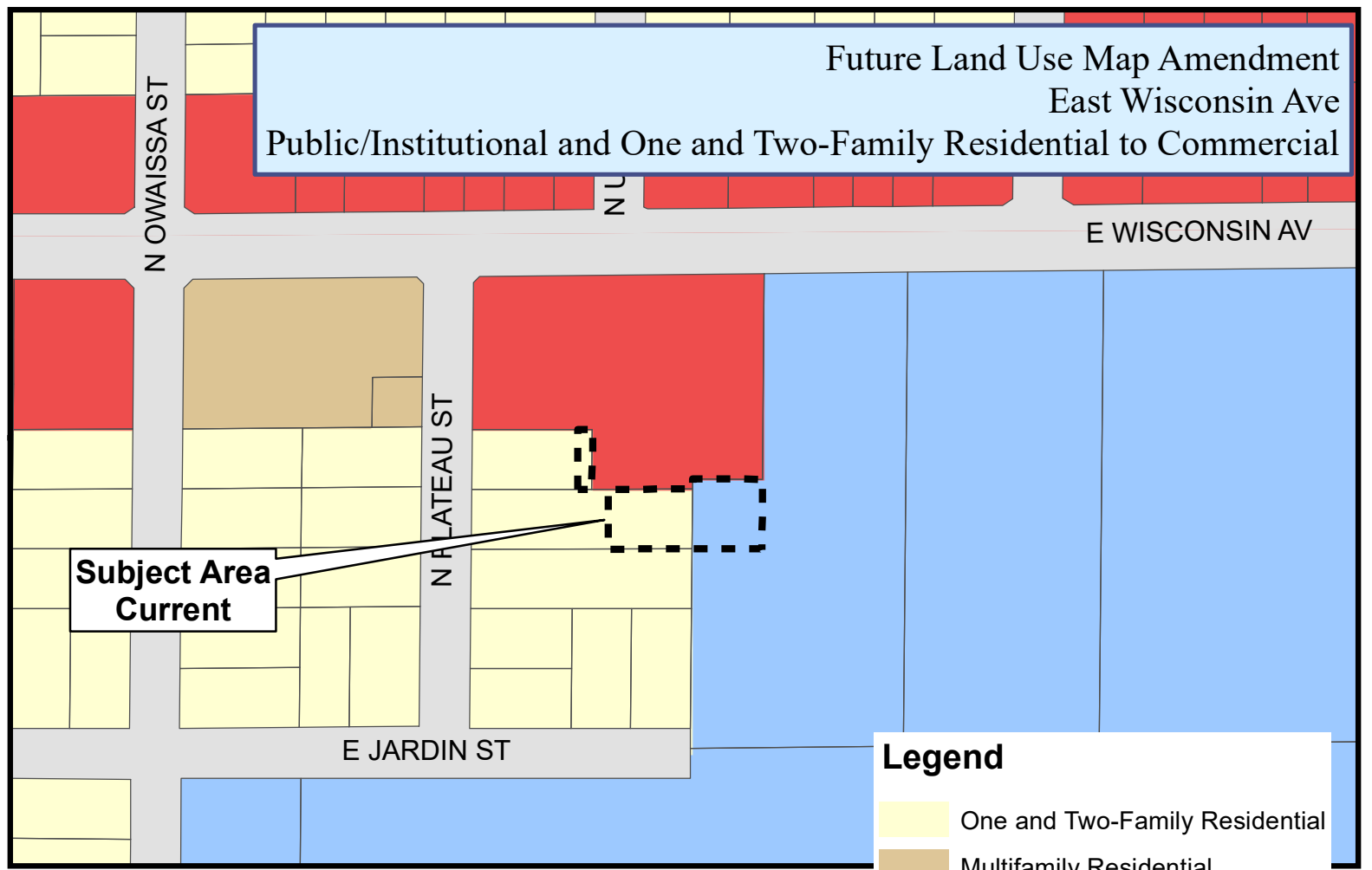
Adopted this _____ day of _____, 2019.

Timothy M. Hanna, Mayor

ATTEST:

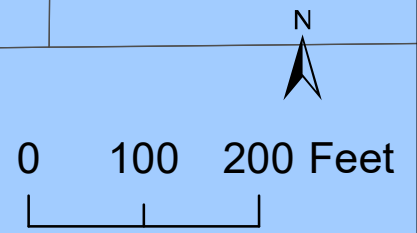
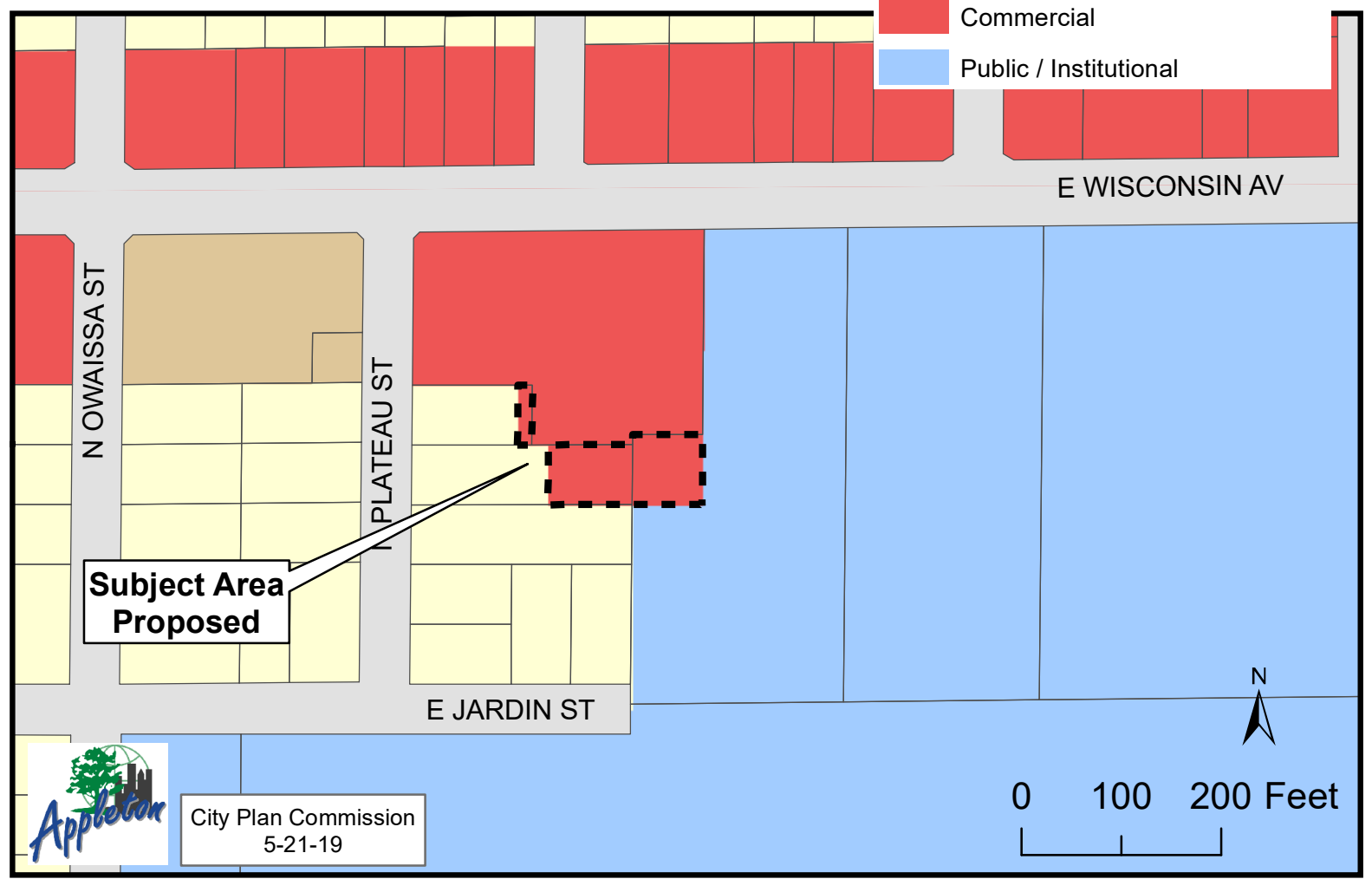
Kami Lynch, City Clerk

Future Land Use Map Amendment
East Wisconsin Ave
Public/Institutional and One and Two-Family Residential to Commercial

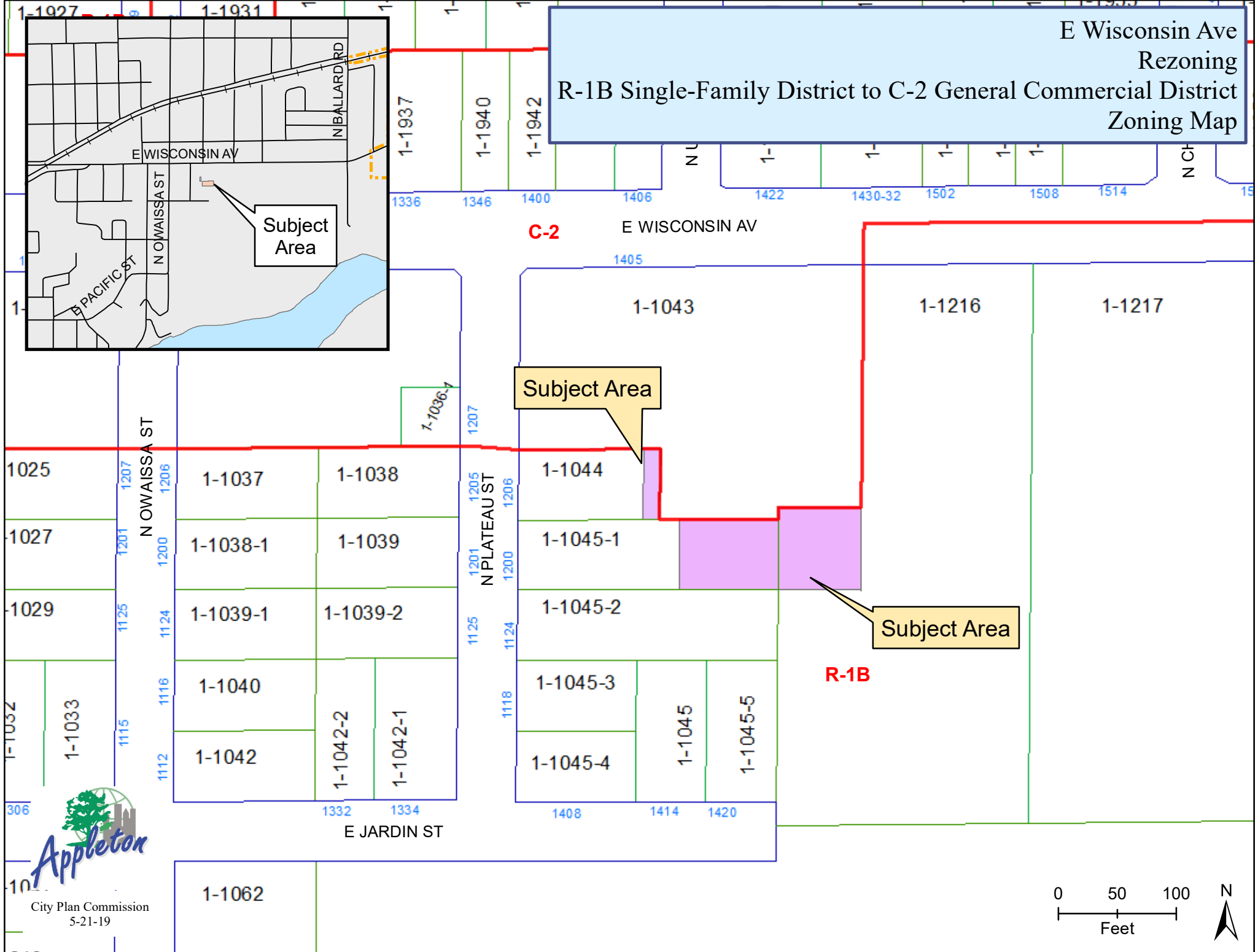


Legend

- One and Two-Family Residential
- Multifamily Residential
- Commercial
- Public / Institutional



E Wisconsin Ave Rezoning R-1B Single-Family District to C-2 General Commercial District Zoning Map



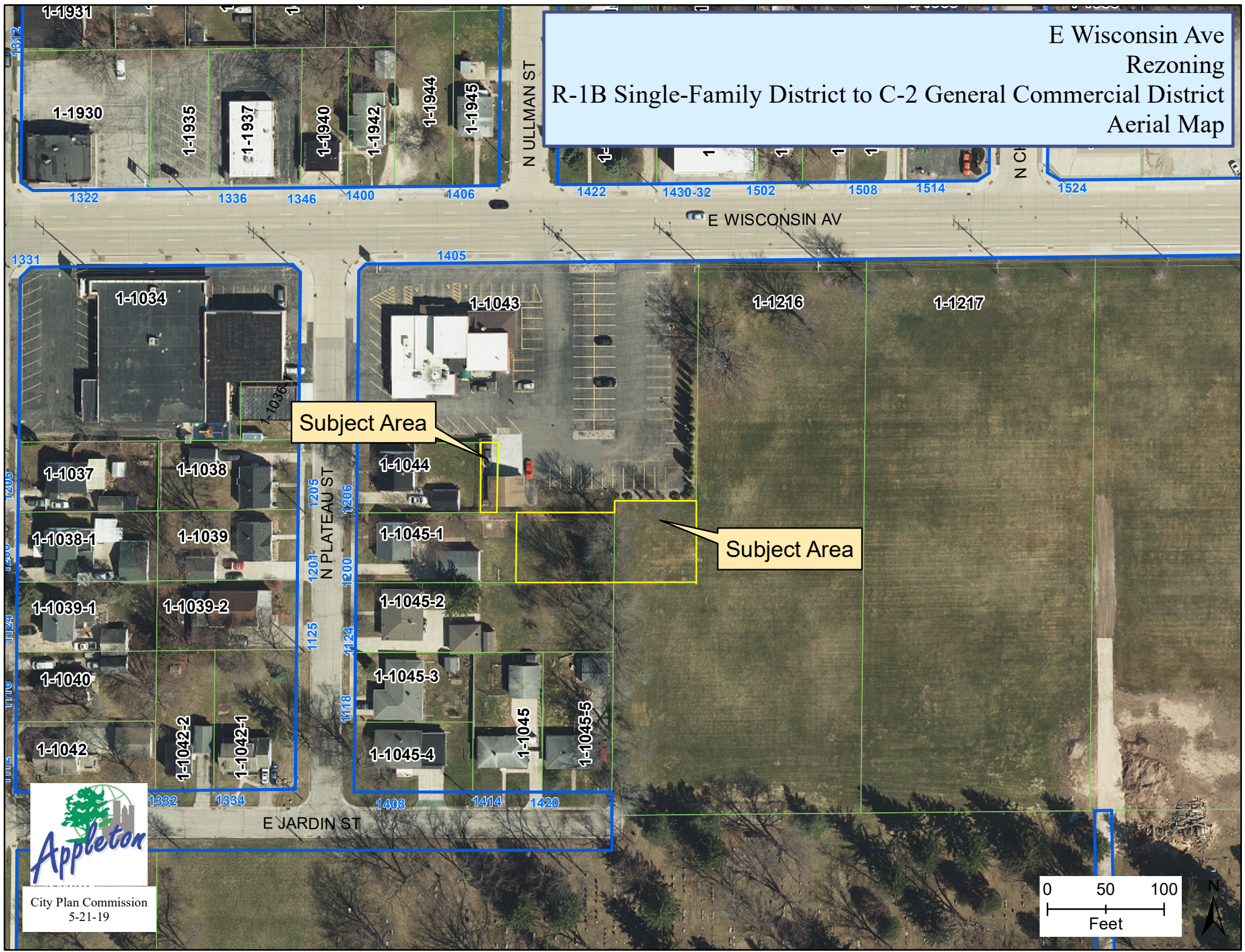
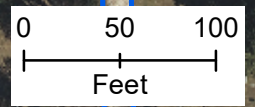
E Wisconsin Ave
Rezoning
R-1B Single-Family District to C-2 General Commercial District
Aerial Map

Subject Area

Subject Area



City Plan Commission
5-21-19



"COMPREHENSIVE LAND USE MAP AMENDMENT"

DESCRIPTION OF PARCEL "A" TO BE AMENDED FROM PUBLIC/INSTITUTIONAL TO COMMERCIAL:

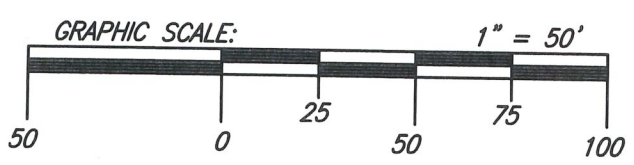
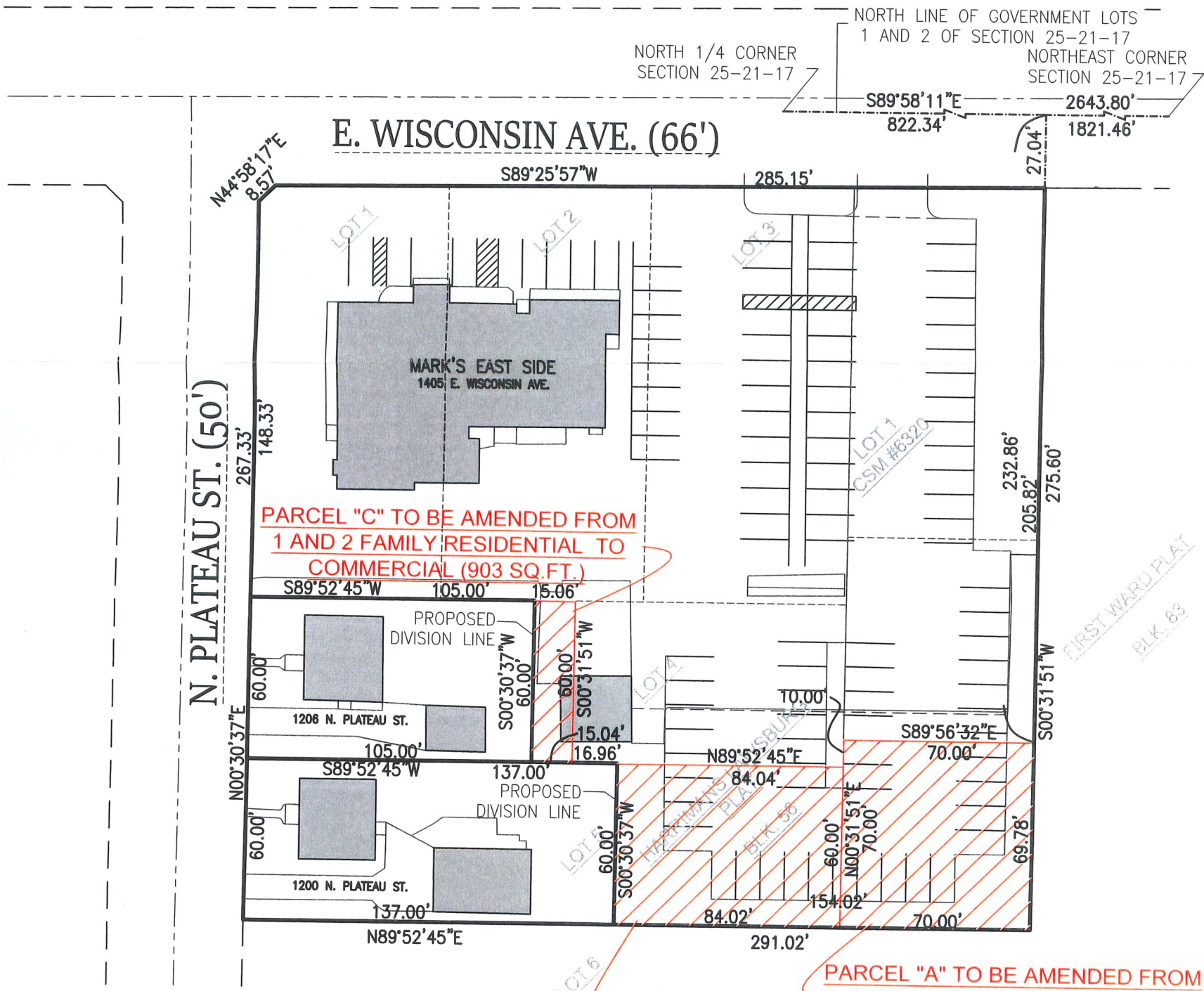
A PARCEL OF LAND BEING PART OF BLOCK 83 OF THE FIRST WARD PLAT, ACCORDING TO THE RECORDED ASSESSOR'S MAP OF THE CITY OF APPLETON, LOCATED IN GOVERNMENT LOT 2 OF SECTION 25, TOWNSHIP 21 NORTH, RANGE 17 EAST, CITY OF APPLETON, OUTAGAMIE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH ¼ OF SECTION 25; THENCE S89°58'11"E, 822.34 FEET ALONG THE NORTH LINE OF GOVERNMENT LOT 2 OF SECTION 25 TO THE NORTHERLY EXTENSION OF THE EAST LINE OF CERTIFIED SURVEY MAP NO. 6320; THENCE S00°31'51"W, 232.86 FEET ALONG SAID EXTENSION AND ALONG THE EAST LINE OF CERTIFIED SURVEY MAP TO A SOUTH LINE OF SAID CERTIFIED SURVEY MAP AND THE POINT OF BEGINNING; THENCE CONTINUING S00°31'51"W, 69.78 FEET TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 5, BLOCK 56, HARRIMAN'S LAWSBURG PLAT; THENCE S89°52'45"W, 70.00 FEET ALONG SAID EXTENSION TO THE EAST LINE OF LOT 5, BLOCK 65, HARRIMAN'S LAWSBURG PLAT; THENCE N00°31'51"E, 70.00 FEET ALONG SAID EAST LINE AND THE SOUTH LINE OF CERTIFIED SURVEY MAP NO. 6320; THENCE N89°52'45"E, 70.00 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING. SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD. SAID DESCRIBED PARCEL CONTAINS 4,892 SQUARE FEET OF LAND MORE OR LESS.

DESCRIPTION OF PARCEL "B" TO BE AMENDED FROM 1 AND 2 FAMILY RESIDENTIAL TO COMMERCIAL:

A PARCEL OF LAND BEING PART OF LOT 5, BLOCK 56, HARRIMAN'S LAWSBURG PLAT, ACCORDING TO THE RECORDED ASSESSOR'S MAP OF THE CITY OF APPLETON, LOCATED IN GOVERNMENT LOT 2 OF SECTION 25, TOWNSHIP 21 NORTH, RANGE 17 EAST, CITY OF APPLETON, OUTAGAMIE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH ¼ OF SECTION 25; THENCE S89°58'11"E, 822.34 FEET ALONG THE NORTH LINE OF GOVERNMENT LOT 2 OF SECTION 25 TO THE NORTHERLY EXTENSION OF THE EAST LINE OF CERTIFIED SURVEY MAP NO. 6320; THENCE S00°31'51"W, 232.86 FEET ALONG SAID EXTENSION AND ALONG THE EAST LINE OF CERTIFIED SURVEY MAP TO A SOUTH LINE OF SAID CERTIFIED SURVEY MAP; THENCE N89°56'32"W, 70.00 FEET ALONG SAID SOUTH LINE; THENCE S00°31'51"W, 10.00 FEET ALONG SAID SOUTH LINE TO THE EAST LINE OF LOT 5, BLOCK 56, HARRIMAN'S LAWSBURG PLAT AND THE POINT OF BEGINNING; THENCE CONTINUING S00°31'51"W, 60.00 FEET ALONG SAID EAST LINE TO THE SOUTH LINE OF SAID LOT 5; THENCE S89°52'45"W, 84.02 FEET ALONG SAID SOUTH LINE; THENCE N00°30'37"E, 60.00 FEET TO THE SOUTH LINE OF CERTIFIED SURVEY MAP NO. 6320; THENCE N89°52'45"E, 84.04 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING. SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD. SAID DESCRIBED PARCEL CONTAINS 5,041 SQUARE FEET OF LAND MORE OR LESS.

DESCRIPTION OF PARCEL "C" TO BE AMENDED FROM 1 AND 2 FAMILY RESIDENTIAL TO COMMERCIAL:

A PARCEL OF LAND BEING PART OF LOT 4, BLOCK 56, HARRIMAN'S LAWSBURG PLAT, ACCORDING TO THE RECORDED ASSESSOR'S MAP OF THE CITY OF APPLETON, LOCATED IN GOVERNMENT LOT 2 OF SECTION 25, TOWNSHIP 21 NORTH, RANGE 17 EAST, CITY OF APPLETON, OUTAGAMIE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH ¼ OF SECTION 25; THENCE S89°58'11"E, 822.34 FEET ALONG THE NORTH LINE OF GOVERNMENT LOT 2 OF SECTION 25 TO THE NORTHERLY EXTENSION OF THE EAST LINE OF CERTIFIED SURVEY MAP NO. 6320; THENCE S00°31'51"W, 232.86 FEET ALONG SAID EXTENSION AND ALONG THE EAST LINE OF CERTIFIED SURVEY MAP TO A SOUTH LINE OF SAID CERTIFIED SURVEY MAP; THENCE N89°56'32"W, 70.00 FEET ALONG SAID SOUTH LINE; THENCE S00°31'51"W, 10.00 FEET ALONG SAID SOUTH LINE; THENCE S89°52'45"W, 101.00 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING; THENCE CONTINUING S89°52'45"W, 15.04 FEET ALONG THE SOUTH LINE OF LOT 4, BLOCK 56, HARRIMAN'S LAWSBURG PLAT; THENCE N00°30'37"E, 60.00 FEET TO THE SOUTH LINE OF CERTIFIED SURVEY MAP NO. 6320; THENCE N89°52'45"E, 15.06 FEET ALONG SAID SOUTH LINE; THENCE S00°31'51"W, 60.00 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING. SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD. SAID DESCRIBED PARCEL CONTAINS 903 SQUARE FEET OF LAND MORE OR LESS.



NORTH IS REFERENCED TO THE NORTH LINE OF GOVERNMENT LOTS 1 AND 2 OF SECTION 25, TOWNSHIP 21 NORTH, RANGE 17 EAST, CITY OF APPLETON, OUTAGAMIE COUNTY, WISCONSIN WHICH BEARS S89°58'11"E PER THE WISCONSIN COUNTY COORDINATE SYSTEM (OUTAGAMIE COUNTY)

PARCEL "A" TO BE AMENDED FROM PUBLIC/INSTITUTIONAL TO COMMERCIAL (4892 SQ.FT.±)
PARCEL "B" TO BE AMENDED FROM 1 AND 2 FAMILY RESIDENTIAL TO COMMERCIAL (5041 SQ.FT.±)
PARCEL "C" TO BE AMENDED FROM 1 AND 2 FAMILY RESIDENTIAL TO COMMERCIAL (903 SQ.FT.)

CLIENT:
 MARK'S EAST SIDE
 ATTENTION: MARK DOUGHERTY
 1405 E. WISCONSIN AVE.
 APPLETON, WI 54911



CAROW LAND SURVEYING CO., INC.

615 N. LYNNDAL DRIVE, P.O. BOX 1297
 APPLETON, WISCONSIN 54912-1297
 PHONE: (920)731-4168 FAX: (920)731-5673

SCALE	1" = 50'
DRAWN BY	MCR
PROJECT NO.	A1158-19

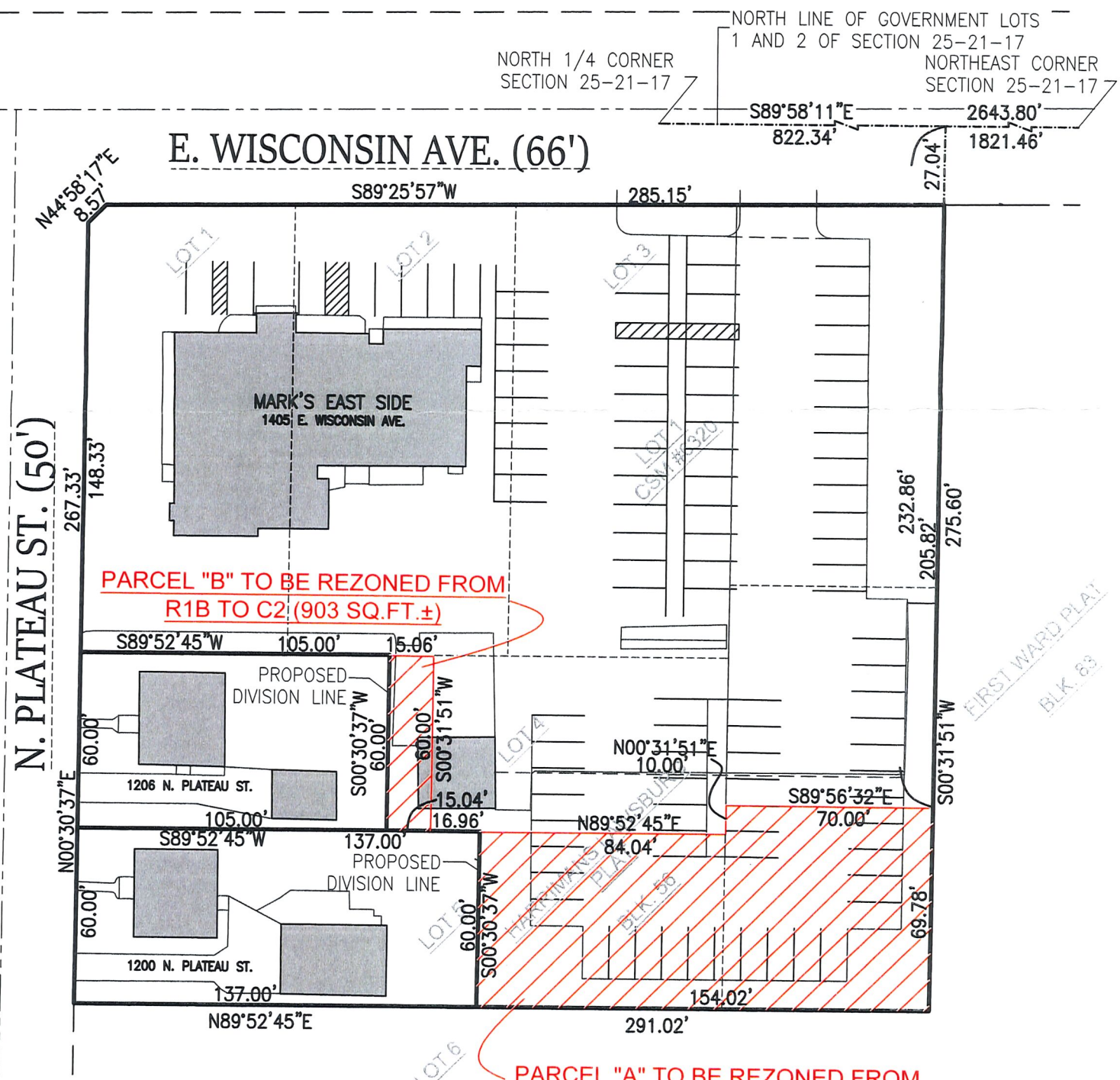
"REZONING MAP"

DESCRIPTION OF PARCEL "A" TO BE REZONED FROM R1B TO C2:

A PARCEL OF LAND BEING PART OF LOT 5, BLOCK 56, HARRIMAN'S LAWSBURG PLAT AND PART OF BLOCK 83 OF THE FIRST WARD PLAT, ACCORDING TO THE RECORDED ASSESSOR'S MAP OF THE CITY OF APPLETON, ALL LOCATED IN GOVERNMENT LOT 2 OF SECTION 25, TOWNSHIP 21 NORTH, RANGE 17 EAST, CITY OF APPLETON, OUTAGAMIE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH ¼ OF SECTION 25; THENCE S89°58'11"E, 822.34 FEET ALONG THE NORTH LINE OF GOVERNMENT LOT 2 OF SECTION 25 TO THE NORTHERLY EXTENSION OF THE EAST LINE OF CERTIFIED SURVEY MAP NO. 6320; THENCE S00°31'51"W, 232.86 FEET ALONG SAID EXTENSION AND ALONG THE EAST LINE OF SAID CERTIFIED SURVEY MAP TO A SOUTH LINE OF SAID CERTIFIED SURVEY MAP AND THE POINT OF BEGINNING; THENCE CONTINUING S00°31'51"W, 69.78 FEET TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 5, BLOCK 56, HARRIMAN'S LAWSBURG PLAT; THENCE S89°52'45"W, 154.02 FEET ALONG SAID EXTENSION AND ALONG SAID SOUTH LINE; THENCE N00°30'37"E, 60.00 FEET TO A SOUTH LINE OF CERTIFIED SURVEY MAP NO. 6320; THENCE N89°52'45"E, 84.04 FEET ALONG SAID SOUTH LINE; THENCE N00°31'51"E, 10.00 FEET ALONG SAID SOUTH LINE; THENCE S89°56'32"E, 70.00 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING. SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD. SAID DESCRIBED PARCEL CONTAINS 9,933 SQUARE FEET OF LAND MORE OR LESS.

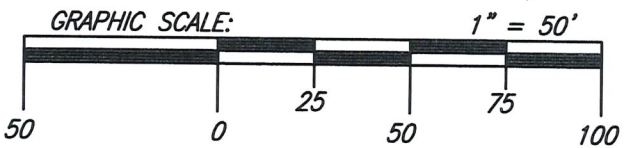
DESCRIPTION OF PARCEL "B" TO BE REZONED FROM R1B TO C2:

A PARCEL OF LAND BEING PART OF LOT 4, BLOCK 56, HARRIMAN'S LAWSBURG PLAT, ACCORDING TO THE RECORDED ASSESSOR'S MAP OF THE CITY OF APPLETON, LOCATED IN GOVERNMENT LOT 2 OF SECTION 25, TOWNSHIP 21 NORTH, RANGE 17 EAST, CITY OF APPLETON, OUTAGAMIE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH ¼ OF SECTION 25; THENCE S89°58'11"E, 822.34 FEET ALONG THE NORTH LINE OF GOVERNMENT LOT 2 OF SECTION 25 TO THE NORTHERLY EXTENSION OF THE EAST LINE OF CERTIFIED SURVEY MAP NO. 6320; THENCE S00°31'51"W, 232.86 FEET ALONG SAID EXTENSION AND ALONG THE EAST LINE OF CERTIFIED SURVEY MAP TO A SOUTH LINE OF SAID CERTIFIED SURVEY MAP; THENCE N89°56'32"W, 70.00 FEET ALONG SAID SOUTH LINE; THENCE S00°31'51"W, 10.00 FEET ALONG SAID SOUTH LINE; THENCE S89°52'45"W, 101.00 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING; THENCE CONTINUING S89°52'45"W, 15.04 FEET ALONG THE SOUTH LINE OF LOT 4, BLOCK 56, HARRIMAN'S LAWSBURG PLAT; THENCE N00°30'37"E, 60.00 FEET TO THE SOUTH LINE OF CERTIFIED SURVEY MAP NO. 6320; THENCE N89°52'45"E, 15.06 FEET ALONG SAID SOUTH LINE; THENCE S00°31'51"W, 60.00 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING. SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD. SAID DESCRIBED PARCEL CONTAINS 903 SQUARE FEET OF LAND MORE OR LESS.



PARCEL "B" TO BE REZONED FROM R1B TO C2 (903 SQ.FT.±)

PARCEL "A" TO BE REZONED FROM R1B TO C2 (9,933 SQ.FT.±)



NORTH IS REFERENCED TO THE NORTH LINE OF GOVERNMENT LOTS 1 AND 2 OF SECTION 25, TOWNSHIP 21 NORTH, RANGE 17 EAST, CITY OF APPLETON, OUTAGAMIE COUNTY, WISCONSIN WHICH BEARS S89°58'11"E PER THE WISCONSIN COUNTY COORDINATE SYSTEM (OUTAGAMIE COUNTY)

CLIENT:
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 ATTENTION: MARK DOUGHERTY
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 PHONE: (920)731-4168 FAX: (920)731-5673

SCALE	1" = 50'
DRAWN BY	MCR
PROJECT NO.	A1158-19



REPORT TO CITY PLAN COMMISSION

Plan Commission Public Hearing Meeting Date: May 21, 2019

Common Council Public Hearing Meeting Date: July 10, 2019 (Public Hearing on Comprehensive Plan Amendment and Rezoning)

Items: City of Appleton *Comprehensive Plan 2010-2030* Future Land Use Map Amendment #1-19 and Rezoning #5-19

Case Manager: David Kress

GENERAL INFORMATION

Owners: Dougherty Properties, LLC c/o Mark Dougherty and Appleton Cemetery Association

Applicant: Carow Land Surveying Co., Inc. c/o Bob Reider

Address/Parcel: Generally located east of North Plateau Street and south of East Wisconsin Avenue (parts of Tax Id #31-1-1044-00, #31-1-1045-01, and #31-1-1216-00)

Petitioner's Request: The applicant is requesting to amend the City's *Comprehensive Plan 2010-2030* Future Land Use Map from the Public/Institutional and One and Two-Family Residential designations to the Commercial designation for the subject area. In conjunction with this request, the applicant is also proposing to rezone the subject area from R-1B Single-Family District to C-2 General Commercial District. The requests are being made to accommodate a proposed parking lot expansion for an existing restaurant.

BACKGROUND

On March 15, 2017, the Common Council approved/adopted the 5-year update to the *Comprehensive Plan 2010-2030* and Future Land Use Map. This plan establishes a vision for future land use, physical development, and quality of life in the City and provides a comprehensive set of goals, policies, and initiatives to achieve that vision. The *Comprehensive Plan* document and the accompanying Future Land Use Map also serve as a guide for future growth and development in the City. Periodically, development proposals or changing circumstances within the City may trigger consideration of an amendment to the *Comprehensive Plan 2010-2030*. That is the case for this request.

A Certified Survey Map (CSM) was submitted in conjunction with the *Comprehensive Plan Amendment and Rezoning* requests. The CSM would reconfigure lot lines and attach the subject land area with adjacent parcel #31-1-1043-00. CSMs are typically administratively reviewed and approved by City staff, but because it crosses a plat boundary, the CSM must be approved by Plan Commission and Common Council. Per Section 23-40(b) of the Municipal Code, there shall not be more than one zoning district on any parcel of land. Therefore, since the subject land area is currently in a different zoning district than parcel #31-1-1043-00, a rezoning is necessary prior to CSM approval.

Site Plan #11-19 for a proposed parking lot expansion on the subject area was submitted for review. Approval of the rezoning and CSM is needed prior to Site Plan approval.

STAFF ANALYSIS

Procedural Findings: When *Comprehensive Plan 2010-2030* Future Land Use Map Amendment and Rezoning applications are required for the same development project, the respective staff reports are consolidated together as one.

Existing Site Conditions: Parcel #31-1-1216-00 is currently undeveloped. Parcel #31-1-1045-01 is developed with a single-family dwelling and detached garage, but the part of the parcel included in this request is vacant. Parcel #31-1-1044-00 is developed with a single-family dwelling and detached garage, but the part of the parcel included in this request has encroachments from parcel #31-1-1043-00. Combined, the subject land area totals approximately 10,836 square feet.

Surrounding Zoning Classification, Future Land Use Designation, and Current Land Uses:

North: Zoning – C-2 General Commercial District
Future Land Use Designation – Commercial
Current Land Use – Restaurant with parking lot

South: Zoning – R-1B Single-Family District
Future Land Use Designation – One and Two-Family Residential and Public / Institutional
Current Land Use – Single-family dwellings and vacant, undeveloped land

East: Zoning – C-2 General Commercial District and R-1B Single-Family District
Future Land Use Designation – Commercial and Public / Institutional
Current Land Use – Restaurant with parking lot and vacant, undeveloped land

West: Zoning – R-1B Single-Family District
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Current Land Use – Single-family dwellings

Proposed Future Land Use Designation: Amendments to the *Comprehensive Plan* are sometimes triggered by technical corrections to omissions or errors, specific development proposals, or changing circumstances in the City. In this case, a specific development proposal for the subject land area is necessitating the change to Commercial designation. An area to the north is already shown as Commercial designation on the Future Land Use Map, so the proposed amendment would represent an expansion of the Commercial designation south of East Wisconsin Avenue.

Comprehensive Plan 2010-2030 Goals and Objectives: The *Comprehensive Plan 2010-2030* and Future Land Use Map are intended to guide City growth and development in an organized, efficient manner. The Plan addresses a range of topics related to land use, housing and neighborhoods, economic development, transportation, utilities and community facilities, and more. Evaluating the proposed amendment for consistency with relevant goals, objectives, and policies is necessary in determining if changes to the Future Land Use Map are appropriate. The proposed amendment appears to be consistent with the following excerpts from the City's *Comprehensive Plan 2010-2030*.

Comprehensive Plan 2010-2030 Future Land Use Map Amendment #1-19 & Rezoning #5-19

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Goal 8 – Economic Development

Appleton will pursue economic development that retains and attracts talented people, brings good jobs to the area, and supports the vitality of its industrial areas, downtown, and neighborhood business districts.

OBJECTIVE 9.2 Economic Development:

Grow Appleton’s business community through recruitment, expansion, and retention programs that ensure a diverse business mix and jobs that pay well.

Policy 9.2.2 Work with the existing business community to help identify and tap opportunities for expansion.

OBJECTIVE 9.4 Economic Development:

Ensure the continued vitality of downtown and the City’s neighborhood commercial districts.

OBJECTIVE 10.1 Land Use:

Provide an adequate supply of suitable land meeting the demand for development of various land uses.

Policy 10.1.1 Adopt, and as necessary, amend the Future Land Use Map in the Comprehensive Plan.

OBJECTIVE 10.5 Land Use:

Support the continued redevelopment and revitalization of land uses adjacent to Appleton’s key transportation corridors and downtown.

Chapter 15: Wisconsin Avenue Corridor Plan, General Plan:

Encourage private renovation and redevelopment that addresses existing limitations of platting and land assembly, site planning issues such as parking and access, and aesthetics.

Proposed Zoning Classification: The purpose of the C-2 General Commercial District is to provide for businesses which serve city and regional markets; provide goods and services to other businesses, as well as consumers, provide services to automobiles and serve the traveling public. The development standards for the C-2 District are listed below:

- 1) **Minimum lot area:** 14,000 square feet.
- 2) **Maximum lot coverage:** 75%.
- 3) **Minimum lot width:** 60 feet.
- 4) **Minimum front yard:** 10 feet.
- 5) **Minimum rear yard:** 20 feet.
- 6) **Minimum side yard:**
 - a. None.
 - b. 10 feet if abutting a residentially zoned district.
- 7) **Maximum building height:** 35 feet.

Zoning Ordinance Review Criteria: A rezoning is often triggered by development proposals or changing circumstances in the City. In this case, the request is being made to reconfigure lot lines (via

Comprehensive Plan 2010-2030 Future Land Use Map Amendment #1-19 & Rezoning #5-19

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Page 4

CSM) and accommodate a proposed parking lot expansion, which is an allowable accessory use in the C-2 General Commercial District. Based on initial CSM review, if the subject land area is attached to parcel #31-1-1043-00, the remnant lots would still meet applicable development standards for the R-1B Single-Family District. Future development on parcel #31-1-1043-00 would need to conform to the C-2 District zoning regulations listed above and other sections of the Zoning Ordinance. Ultimately, Site Plan review and approval is required, pursuant to Section 23-570 of the Municipal Code, prior to the issuance of a building permit by the Inspections Division.

Standards for Zoning Map Amendments: Per Section 23-65(d)(3) of the Municipal Code, all recommendations for Official Zoning Map amendments shall be consistent with the adopted plans, goals, and policies of the City and with the intent of the Zoning Ordinance. Related excerpts are listed below.

- a. Prior to making a recommendation on a proposed rezoning, the Plan Commission shall make a finding to determine if the following conditions exist. No rezoning of land shall be approved prior to finding at least one of the following:
 1. The request for a zone change is in conformance with the Comprehensive Plan for the City of Appleton. *If Future Land Use Map Amendment #1-19 is approved, to identify this area for future commercial uses, the rezoning request will be in conformance with the Comprehensive Plan 2010-2030.*
 2. A study submitted by the applicant that indicates that there has been an increase in the demand for land in the requested zoning district, and as a result, the supply of land within the City mapped as such on the Official Zoning Map, is inadequate to meet the demands for such development.
 3. Proposed amendments cannot be accommodated by sites already zoned in the City due to lack of transportation, utilities or other development constraints, or the market to be served by the proposed use cannot be effectively served by the location of the existing zoning district(s).
 4. There is an error in the code text or zoning map as enacted.
- b. In addition to the findings required to be made by subsection (a), findings shall be made by the Plan Commission on each of the following matters based on the evidence presented:
 1. The adequacy of public facilities such as transportation, utilities and other required public services to serve the proposed site. *The subject area is served by existing infrastructure, and the transportation network should be able to accommodate the proposed rezoning.*
 2. The effect of the proposed rezoning on surrounding uses. *Commercial uses are already located along Wisconsin Avenue and north of the subject area, including Mark's East Side restaurant. The proposed amendment would allow for reconfigured lot lines to correct a building encroachment and expand the restaurant's existing parking lot. Perimeter parking lot landscape buffers would be reviewed in accordance with Zoning Ordinance requirements at the time of Site Plan review. Therefore, the proposed rezoning request is unlikely to create adverse impacts in the surrounding neighborhood.*

Comprehensive Plan 2010-2030 Future Land Use Map Amendment #1-19 & Rezoning #5-19

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Review Criteria: Based upon the above analysis, it would appear the criteria established by Section 23-65(d)(3) Zoning Amendments has been satisfied, provided Comprehensive Plan Future Land Use Map Amendment #1-19 is approved.

Technical Review Group (TRG) Report: These items were discussed at the April 2, 2019 Technical Review Group meeting. No negative comments were received from participating departments.

RECOMMENDATION

Based upon the above analysis, staff recommends the proposed City of Appleton *Comprehensive Plan 2010-2030* Future Land Use Map Amendment #1-19 from Public/Institutional and One and Two-Family Residential designation to Commercial designation and resolution, **BE APPROVED**; and

Staff recommends, based upon the standards for zoning map amendments as required by Section 23-65(d)(3) of the Zoning Ordinance, that Rezoning Application #5-19 to rezone the subject land area located south of East Wisconsin Avenue (parts of Tax Id #31-1-1044-00, #31-1-1045-01, and #31-1-1216-00) from R-1B Single-Family District to C-2 General Commercial District, as shown on the attached map, **BE APPROVED**.

NOTE: If approved, Rezoning #5-19 will be reported out at the same Common Council meeting as the proposed Comprehensive Plan Amendment #1-19 to accurately reflect the change in future land use from Public/Institutional and One and Two-Family Residential designation to Commercial designation.

**RESOLUTION
CITY OF APPLETON**

**ADOPTION OF THE RECOMMENDED AMENDMENT TO THE COMPREHENSIVE
PLAN AS PREPARED BY THE CITY OF APPLETON PLAN COMMISSION**

WHEREAS, the Common Council of the City of Appleton pursuant to Section 62.23 of the Wisconsin Statutes, has established a City Plan Commission; and

WHEREAS, on March 3, 2010, the Common Council adopted the City of Appleton Comprehensive Plan to promote public health, safety and welfare of the City by effectively guiding long-range growth and development within the city and its statutory extraterritorial planning jurisdiction; and

WHEREAS, Chapter 12: Implementation, Comprehensive Plan Update Procedures, of the Comprehensive Plan was created in the City of Appleton Code of Ordinances to provide procedures and criteria for amending and updating the City of Appleton Comprehensive Plan; and

WHEREAS, members of the public were invited to make comments at a meeting held on May 21, 2019, by the City Plan Commission, wherein the following Comprehensive Plan amendment (Amendment #1-19) herein adopted were reviewed and commented upon by members of the public; and

WHEREAS, the City of Appleton Plan Commission has reviewed the recommended amendment to the Comprehensive Plan Future Land Use Map at a meeting held on May 21, 2019; and

WHEREAS, the City of Appleton Plan Commission reviewed the following Comprehensive Plan Amendments, found these amendments to meet the criteria outlined in Chapter 12: Implementation, Comprehensive Plan Update Procedures, warranting inclusion in this resolution:

1. Having been filed with the City Clerk by the City of Appleton Community and Economic Development Department requesting a Comprehensive Plan Future Land Use Map Amendment to change future land use designations for specified property on the Future Land Use Map from (Public/Institutional and One and Two-Family Residential Use) to (Commercial Use).

WHEREAS, members of the public, adjacent and nearby local governmental units will be given a 30-day review and comment period prior to the public hearing, which will be conducted by the Common Council for the Comprehensive Plan proposed amendment; and

WHEREAS, after said public hearing, the Common Council will decide whether to adopt by ordinance the proposed amendments to the Comprehensive Plan; and

WHEREAS, the Comprehensive Plan may be used as the basis for, among other things, updating the zoning ordinance, accomplishing extra-territorial zoning and as a guide for approving or disapproving actions affecting growth and development within the jurisdiction of the City of Appleton; and

WHEREAS, this Comprehensive Plan may from time to time be amended, extended, or added to in greater detail; and

NOW, THEREFORE, BE IT RESOLVED, by the City of Appleton Plan Commission that the recommended Comprehensive Plan amendments are hereby adopted as a part of the City of Appleton Comprehensive Plan 2010-2030 pursuant to §66.1001(4), Wis. Stats. and that the Plan Commission recommends said Comprehensive Plan amendments to the City of Appleton Common Council for adoption by ordinance, after a 30-day public review and comment period and public hearing.

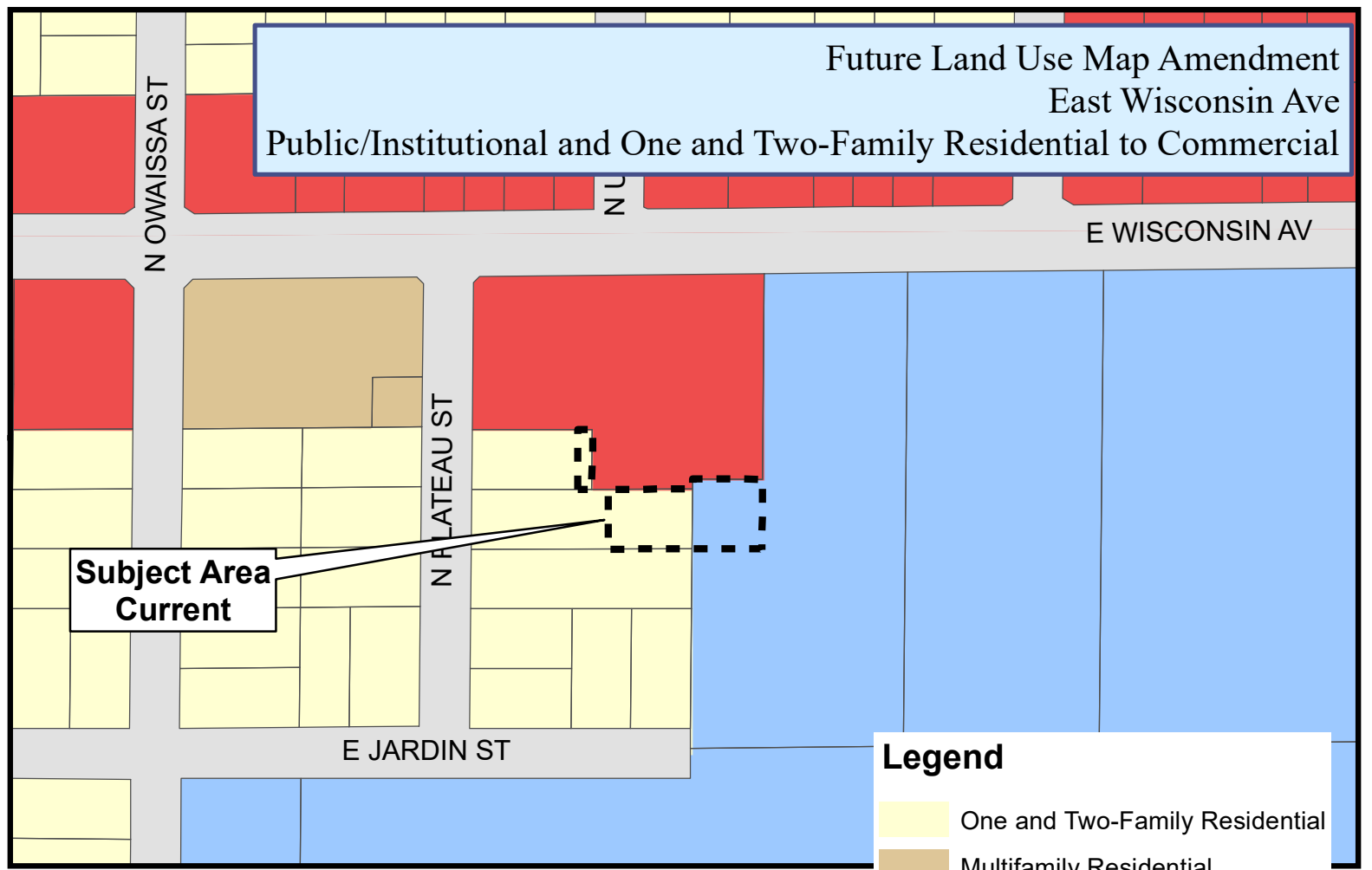
Adopted this _____ day of _____, 2019.

Timothy M. Hanna, Mayor

ATTEST:

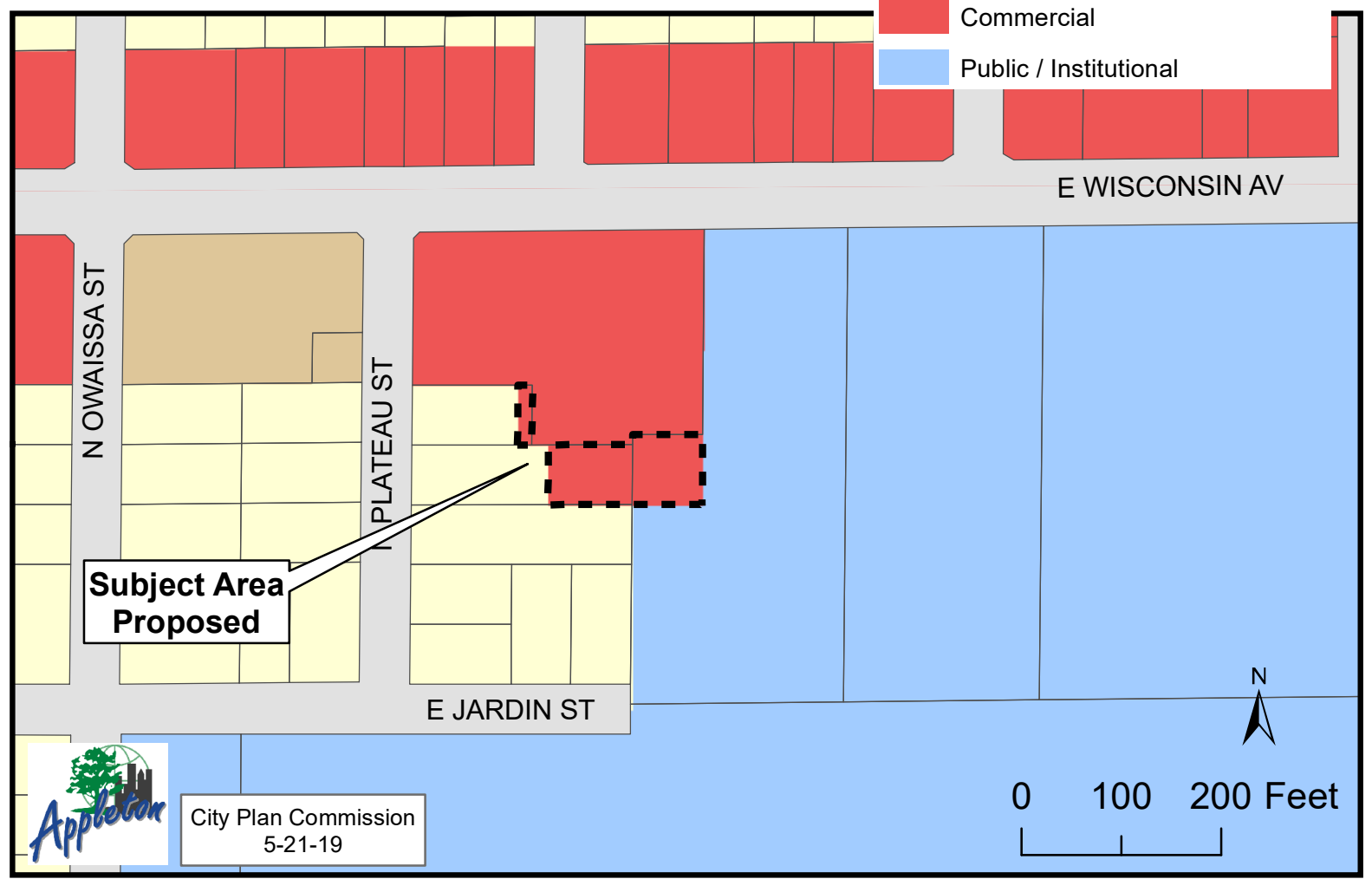
Kami Lynch, City Clerk

Future Land Use Map Amendment
East Wisconsin Ave
Public/Institutional and One and Two-Family Residential to Commercial

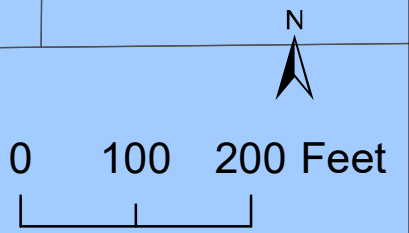


Legend

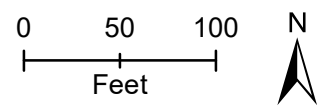
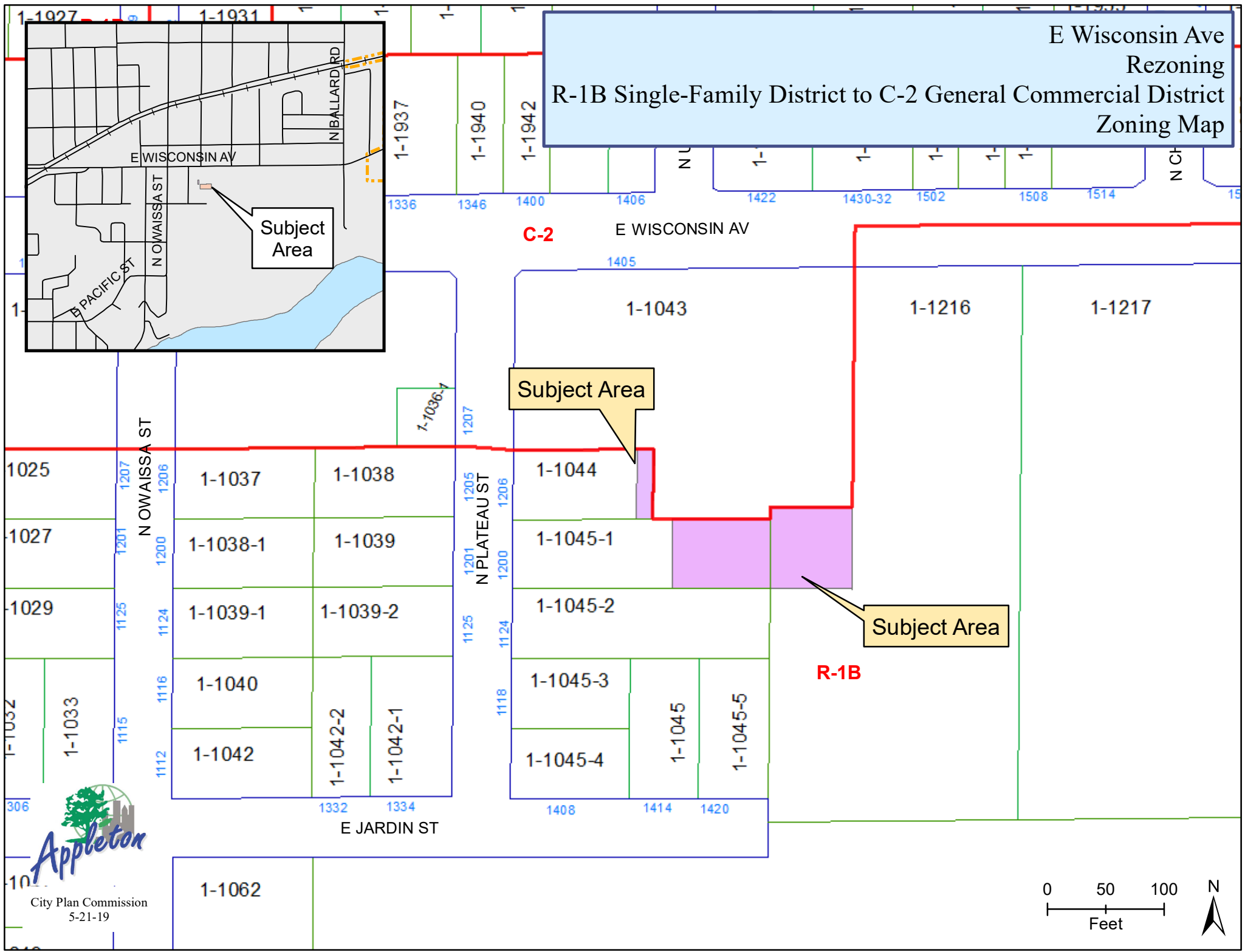
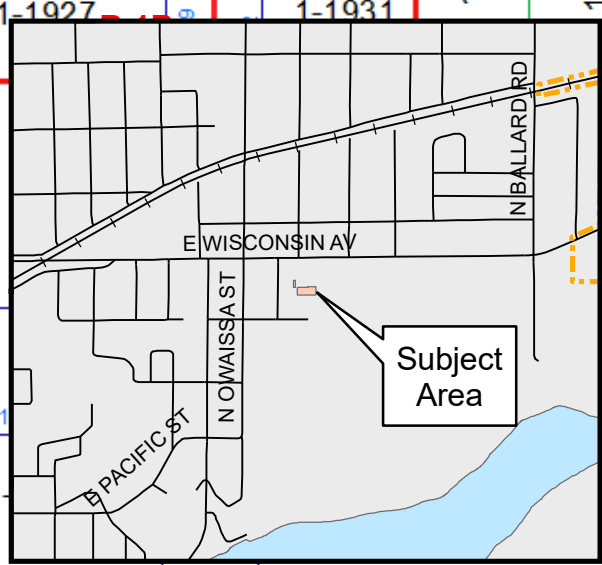
- One and Two-Family Residential
- Multifamily Residential
- Commercial
- Public / Institutional



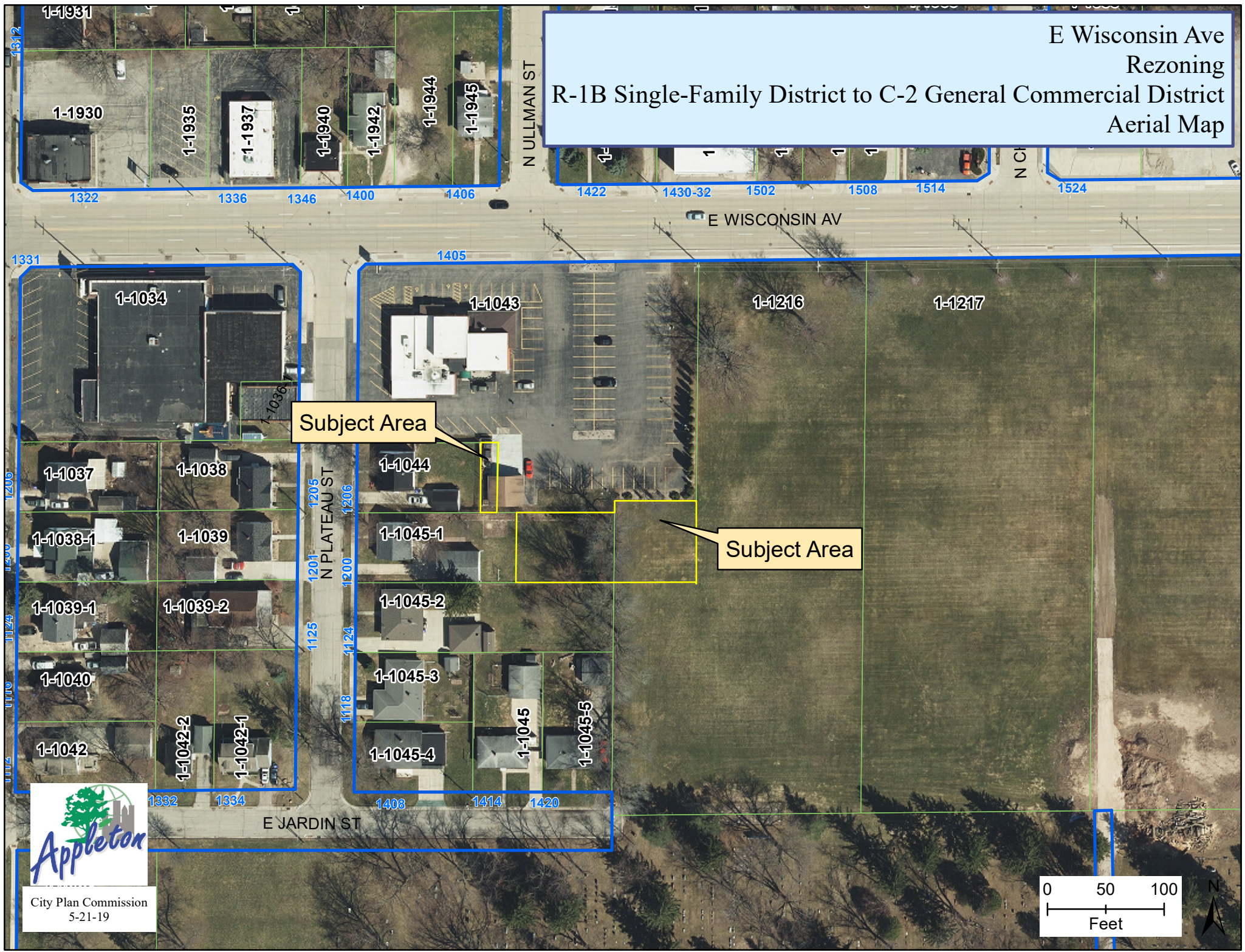
City Plan Commission
5-21-19



E Wisconsin Ave Rezoning R-1B Single-Family District to C-2 General Commercial District Zoning Map



E Wisconsin Ave
Rezoning
R-1B Single-Family District to C-2 General Commercial District
Aerial Map

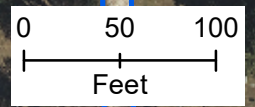


Subject Area

Subject Area



City Plan Commission
5-21-19



"COMPREHENSIVE LAND USE MAP AMENDMENT"

DESCRIPTION OF PARCEL "A" TO BE AMENDED FROM PUBLIC/INSTITUTIONAL TO COMMERCIAL:

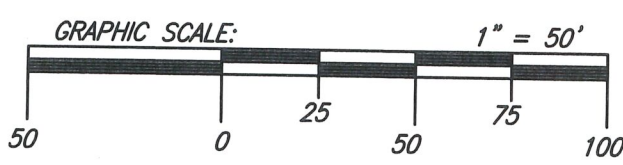
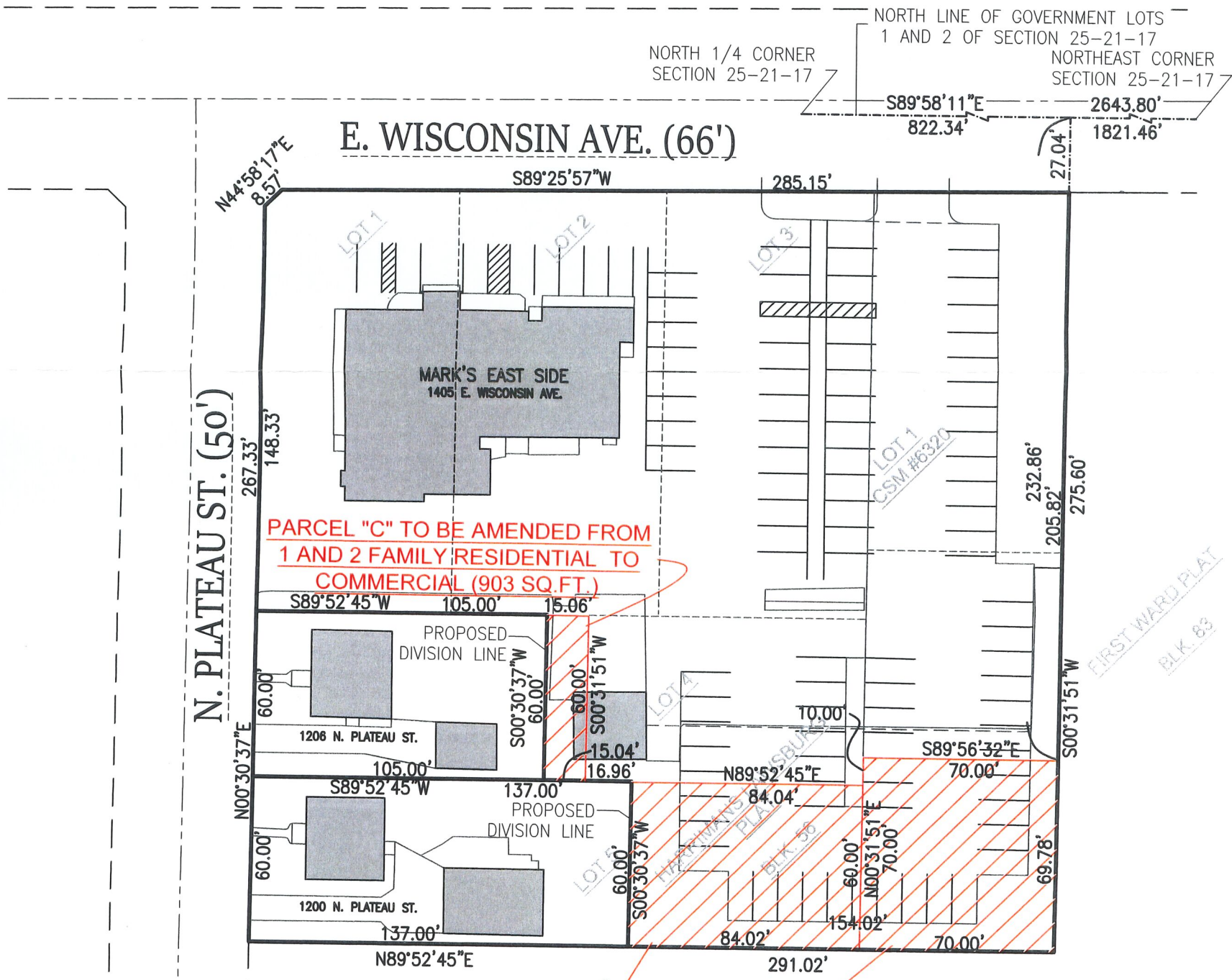
A PARCEL OF LAND BEING PART OF BLOCK 83 OF THE FIRST WARD PLAT, ACCORDING TO THE RECORDED ASSESSOR'S MAP OF THE CITY OF APPLETON, LOCATED IN GOVERNMENT LOT 2 OF SECTION 25, TOWNSHIP 21 NORTH, RANGE 17 EAST, CITY OF APPLETON, OUTAGAMIE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH 1/4 OF SECTION 25; THENCE S89°58'11"E, 822.34 FEET ALONG THE NORTH LINE OF GOVERNMENT LOT 2 OF SECTION 25 TO THE NORTHERLY EXTENSION OF THE EAST LINE OF CERTIFIED SURVEY MAP NO. 6320; THENCE S00°31'51"W, 232.86 FEET ALONG SAID EXTENSION AND ALONG THE EAST LINE OF CERTIFIED SURVEY MAP TO A SOUTH LINE OF SAID CERTIFIED SURVEY MAP AND THE POINT OF BEGINNING; THENCE CONTINUING S00°31'51"W, 69.78 FEET TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 5, BLOCK 56, HARRIMAN'S LAWSBURG PLAT; THENCE S89°52'45"W, 70.00 FEET ALONG SAID EXTENSION TO THE EAST LINE OF LOT 5, BLOCK 65, HARRIMAN'S LAWSBURG PLAT; THENCE N00°31'51"E, 70.00 FEET ALONG SAID EAST LINE AND THE SOUTH LINE OF CERTIFIED SURVEY MAP NO. 6320; THENCE N89°52'45"E, 70.00 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING. SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD. SAID DESCRIBED PARCEL CONTAINS 4,892 SQUARE FEET OF LAND MORE OR LESS.

DESCRIPTION OF PARCEL "B" TO BE AMENDED FROM 1 AND 2 FAMILY RESIDENTIAL TO COMMERCIAL:

A PARCEL OF LAND BEING PART OF LOT 5, BLOCK 56, HARRIMAN'S LAWSBURG PLAT, ACCORDING TO THE RECORDED ASSESSOR'S MAP OF THE CITY OF APPLETON, LOCATED IN GOVERNMENT LOT 2 OF SECTION 25, TOWNSHIP 21 NORTH, RANGE 17 EAST, CITY OF APPLETON, OUTAGAMIE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH 1/4 OF SECTION 25; THENCE S89°58'11"E, 822.34 FEET ALONG THE NORTH LINE OF GOVERNMENT LOT 2 OF SECTION 25 TO THE NORTHERLY EXTENSION OF THE EAST LINE OF CERTIFIED SURVEY MAP NO. 6320; THENCE S00°31'51"W, 232.86 FEET ALONG SAID EXTENSION AND ALONG THE EAST LINE OF CERTIFIED SURVEY MAP TO A SOUTH LINE OF SAID CERTIFIED SURVEY MAP; THENCE N89°56'32"W, 70.00 FEET ALONG SAID SOUTH LINE; THENCE S00°31'51"W, 10.00 FEET ALONG SAID SOUTH LINE TO THE EAST LINE OF LOT 5, BLOCK 56, HARRIMAN'S LAWSBURG PLAT AND THE POINT OF BEGINNING; THENCE CONTINUING S00°31'51"W, 60.00 FEET ALONG SAID EAST LINE TO THE SOUTH LINE OF SAID LOT 5; THENCE S89°52'45"W, 84.02 FEET ALONG SAID SOUTH LINE; THENCE N00°30'37"E, 60.00 FEET TO THE SOUTH LINE OF CERTIFIED SURVEY MAP NO. 6320; THENCE N89°52'45"E, 84.04 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING. SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD. SAID DESCRIBED PARCEL CONTAINS 5,041 SQUARE FEET OF LAND MORE OR LESS.

DESCRIPTION OF PARCEL "C" TO BE AMENDED FROM 1 AND 2 FAMILY RESIDENTIAL TO COMMERCIAL:

A PARCEL OF LAND BEING PART OF LOT 4, BLOCK 56, HARRIMAN'S LAWSBURG PLAT, ACCORDING TO THE RECORDED ASSESSOR'S MAP OF THE CITY OF APPLETON, LOCATED IN GOVERNMENT LOT 2 OF SECTION 25, TOWNSHIP 21 NORTH, RANGE 17 EAST, CITY OF APPLETON, OUTAGAMIE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH 1/4 OF SECTION 25; THENCE S89°58'11"E, 822.34 FEET ALONG THE NORTH LINE OF GOVERNMENT LOT 2 OF SECTION 25 TO THE NORTHERLY EXTENSION OF THE EAST LINE OF CERTIFIED SURVEY MAP NO. 6320; THENCE S00°31'51"W, 232.86 FEET ALONG SAID EXTENSION AND ALONG THE EAST LINE OF CERTIFIED SURVEY MAP TO A SOUTH LINE OF SAID CERTIFIED SURVEY MAP; THENCE N89°56'32"W, 70.00 FEET ALONG SAID SOUTH LINE; THENCE S00°31'51"W, 10.00 FEET ALONG SAID SOUTH LINE; THENCE S89°52'45"W, 101.00 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING; THENCE CONTINUING S89°52'45"W, 15.04 FEET ALONG THE SOUTH LINE OF LOT 4, BLOCK 56, HARRIMAN'S LAWSBURG PLAT; THENCE N00°30'37"E, 60.00 FEET TO THE SOUTH LINE OF CERTIFIED SURVEY MAP NO. 6320; THENCE N89°52'45"E, 15.06 FEET ALONG SAID SOUTH LINE; THENCE S00°31'51"W, 60.00 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING. SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD. SAID DESCRIBED PARCEL CONTAINS 903 SQUARE FEET OF LAND MORE OR LESS.



NORTH IS REFERENCED TO THE NORTH LINE OF GOVERNMENT LOTS 1 AND 2 OF SECTION 25, TOWNSHIP 21 NORTH, RANGE 17 EAST, CITY OF APPLETON, OUTAGAMIE COUNTY, WISCONSIN WHICH BEARS S89°58'11"E PER THE WISCONSIN COUNTY COORDINATE SYSTEM (OUTAGAMIE COUNTY)

PARCEL "A" TO BE AMENDED FROM PUBLIC/INSTITUTIONAL TO COMMERCIAL (4892 SQ.FT.±)
PARCEL "B" TO BE AMENDED FROM 1 AND 2 FAMILY RESIDENTIAL TO COMMERCIAL (5041 SQ.FT.±)
PARCEL "C" TO BE AMENDED FROM 1 AND 2 FAMILY RESIDENTIAL TO COMMERCIAL (903 SQ.FT.)

CLIENT:
 MARK'S EAST SIDE
 ATTENTION: MARK DOUGHERTY
 1405 E. WISCONSIN AVE.
 APPLETON, WI 54911



CAROW LAND SURVEYING CO., INC.

615 N. LYNNDAL DRIVE, P.O. BOX 1297
 APPLETON, WISCONSIN 54912-1297
 PHONE: (920)731-4168 FAX: (920)731-5673

SCALE	1" = 50'
DRAWN BY	MCR
PROJECT NO.	A1158-19

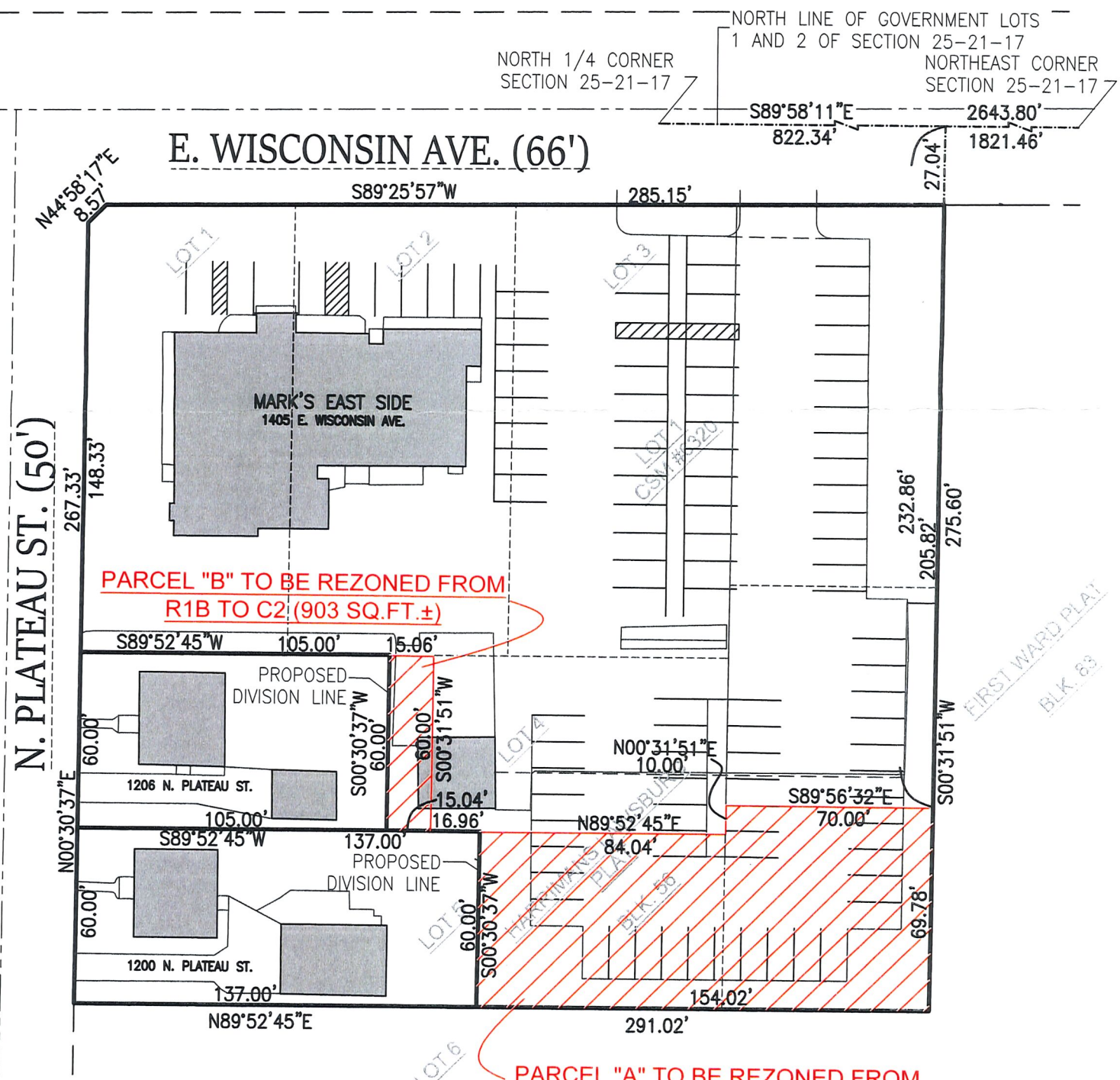
"REZONING MAP"

DESCRIPTION OF PARCEL "A" TO BE REZONED FROM R1B TO C2:

A PARCEL OF LAND BEING PART OF LOT 5, BLOCK 56, HARRIMAN'S LAWSBURG PLAT AND PART OF BLOCK 83 OF THE FIRST WARD PLAT, ACCORDING TO THE RECORDED ASSESSOR'S MAP OF THE CITY OF APPLETON, ALL LOCATED IN GOVERNMENT LOT 2 OF SECTION 25, TOWNSHIP 21 NORTH, RANGE 17 EAST, CITY OF APPLETON, OUTAGAMIE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH ¼ OF SECTION 25; THENCE S89°58'11"E, 822.34 FEET ALONG THE NORTH LINE OF GOVERNMENT LOT 2 OF SECTION 25 TO THE NORTHERLY EXTENSION OF THE EAST LINE OF CERTIFIED SURVEY MAP NO. 6320; THENCE S00°31'51"W, 232.86 FEET ALONG SAID EXTENSION AND ALONG THE EAST LINE OF SAID CERTIFIED SURVEY MAP TO A SOUTH LINE OF SAID CERTIFIED SURVEY MAP AND THE POINT OF BEGINNING; THENCE CONTINUING S00°31'51"W, 69.78 FEET TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 5, BLOCK 56, HARRIMAN'S LAWSBURG PLAT; THENCE S89°52'45"W, 154.02 FEET ALONG SAID EXTENSION AND ALONG SAID SOUTH LINE; THENCE N00°30'37"E, 60.00 FEET TO A SOUTH LINE OF CERTIFIED SURVEY MAP NO. 6320; THENCE N89°52'45"E, 84.04 FEET ALONG SAID SOUTH LINE; THENCE N00°31'51"E, 10.00 FEET ALONG SAID SOUTH LINE; THENCE S89°56'32"E, 70.00 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING. SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD. SAID DESCRIBED PARCEL CONTAINS 9,933 SQUARE FEET OF LAND MORE OR LESS.

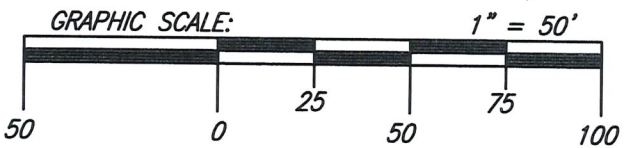
DESCRIPTION OF PARCEL "B" TO BE REZONED FROM R1B TO C2:

A PARCEL OF LAND BEING PART OF LOT 4, BLOCK 56, HARRIMAN'S LAWSBURG PLAT, ACCORDING TO THE RECORDED ASSESSOR'S MAP OF THE CITY OF APPLETON, LOCATED IN GOVERNMENT LOT 2 OF SECTION 25, TOWNSHIP 21 NORTH, RANGE 17 EAST, CITY OF APPLETON, OUTAGAMIE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH ¼ OF SECTION 25; THENCE S89°58'11"E, 822.34 FEET ALONG THE NORTH LINE OF GOVERNMENT LOT 2 OF SECTION 25 TO THE NORTHERLY EXTENSION OF THE EAST LINE OF CERTIFIED SURVEY MAP NO. 6320; THENCE S00°31'51"W, 232.86 FEET ALONG SAID EXTENSION AND ALONG THE EAST LINE OF CERTIFIED SURVEY MAP TO A SOUTH LINE OF SAID CERTIFIED SURVEY MAP; THENCE N89°56'32"W, 70.00 FEET ALONG SAID SOUTH LINE; THENCE S00°31'51"W, 10.00 FEET ALONG SAID SOUTH LINE; THENCE S89°52'45"W, 101.00 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING; THENCE CONTINUING S89°52'45"W, 15.04 FEET ALONG THE SOUTH LINE OF LOT 4, BLOCK 56, HARRIMAN'S LAWSBURG PLAT; THENCE N00°30'37"E, 60.00 FEET TO THE SOUTH LINE OF CERTIFIED SURVEY MAP NO. 6320; THENCE N89°52'45"E, 15.06 FEET ALONG SAID SOUTH LINE; THENCE S00°31'51"W, 60.00 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING. SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD. SAID DESCRIBED PARCEL CONTAINS 903 SQUARE FEET OF LAND MORE OR LESS.



PARCEL "B" TO BE REZONED FROM R1B TO C2 (903 SQ.FT.±)

PARCEL "A" TO BE REZONED FROM R1B TO C2 (9,933 SQ.FT.±)



NORTH IS REFERENCED TO THE NORTH LINE OF GOVERNMENT LOTS 1 AND 2 OF SECTION 25, TOWNSHIP 21 NORTH, RANGE 17 EAST, CITY OF APPLETON, OUTAGAMIE COUNTY, WISCONSIN WHICH BEARS S89°58'11"E PER THE WISCONSIN COUNTY COORDINATE SYSTEM (OUTAGAMIE COUNTY)

CLIENT:
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 ATTENTION: MARK DOUGHERTY
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CAROW LAND SURVEYING CO., INC.

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 PHONE: (920)731-4168 FAX: (920)731-5673

SCALE	1" = 50'
DRAWN BY	MCR
PROJECT NO.	A1158-19



REPORT TO CITY PLAN COMMISSION

Plan Commission Meeting Date: May 21, 2019

Common Council Meeting Date: July 10, 2019 (same meeting as Comprehensive Plan Amendment #1-19 and Rezoning #5-19)

Item: Certified Survey Map #7-19

Case Manager: David Kress

GENERAL INFORMATION

Owners: East Side Properties, LLC, Dougherty Properties, LLC, and Appleton Cemetery Association

Applicant: Carow Land Surveying Co., Inc. c/o Bob Reider

Address/Parcel: 1405 East Wisconsin Avenue (Tax Id #31-1-1043-00), 1206 North Plateau Street (Tax Id #31-1-1044-00), 1200 North Plateau Street (Tax Id #31-1-1045-01), and East Wisconsin Avenue (Tax Id #31-1-1216-00)

Petitioner's Request: The applicant is requesting approval of a Certified Survey Map (CSM) that crosses a plat boundary. The CSM would reconfigure lot lines and attach additional land area to parcel #31-1-1043-00.

BACKGROUND

Typically, CSMs are administratively reviewed and approved by City staff. However, the subject properties were originally platted in different plats. Parcels #31-1-1043-00, #31-1-1044-00, and #31-1-1045-01 were included in the Harriman's Lawsburg Plat, and parcel #31-1-1216-00 was included in the First Ward Plat. In order to satisfy the requirements of Chapter 236 of the Wisconsin State Statutes, the proposed CSM must be approved in the same manner as a Final Plat, which includes Plan Commission and Common Council approval.

Comprehensive Plan Amendment #1-19, to amend the Future Land Use Map from Public/Institutional and One and Two-Family Residential designation to Commercial designation for parts of the subject area, is also being presented at this May 21, 2019 Plan Commission meeting. Rezoning #5-19, to rezone parts of the subject area from R-1B Single-Family District to C-2 General Commercial District, is also being presented at this May 21, 2019 Plan Commission meeting. Both items need to be approved in order for the CSM to be approved.

Site Plan #11-19 for a parking lot expansion project on proposed Lot 1 was submitted for review. Approval of Comprehensive Plan Amendment #1-19, Rezoning #5-19, and Certified Survey Map #7-19 is needed prior to Site Plan approval.

STAFF ANALYSIS

Existing Conditions: Currently, parcel #31-1-1043-00 is developed with a restaurant building, off-street parking lot, and detached garage that encroaches onto parcel #31-1-1044-00. Parcels #31-1-1045-01 and

Certified Survey Map #7-19

May 21, 2019

Page 2

#31-1-1044-00 are each developed with a single-family dwelling and detached garage. Parcel #31-1-1216-00 is currently undeveloped. The total land area included in the CSM is 3.76 acres. If approved, proposed Lot 1 would increase by approximately 10,836 square feet, with land coming from proposed Lots 2, 3, and 4.

Subdivision Ordinance Requirements: Per Section 17-26(b)(1) of the Municipal Code, widths and areas of lots shall not be less than that provided in the City's Zoning Ordinance. For the C-2 General Commercial District, the minimum lot width is 60 feet and the minimum lot area is 14,000 square feet, per Section 23-113(h) of the Municipal Code. Proposed Lot 1 satisfies these lot development standards. For the R-1B Single-Family District, the minimum lot width is 50 feet and the minimum lot area is 6,000 square feet, per Section 23-93(g) of the Municipal Code. Proposed Lots 2, 3, and 4 satisfy these lot development standards. The CSM was also found to comply with other Zoning Ordinance requirements, such as lot coverage and setback standards and those altered through a variance granted in 2011. In addition, the CSM would eliminate the detached garage encroachment that currently exists.

Surrounding Zoning and Land Uses: The surrounding area is under the jurisdiction of the City of Appleton (north, south, east, and west). The uses are generally commercial, residential, and institutional in nature.

North: C-2 General Commercial District. The adjacent land uses to the north are currently a mix of commercial and residential.

South: R-1B Single-Family District. The adjacent land uses to the south are currently single-family residential and a cemetery.

East: R-1B Single-Family District. The adjacent land to the east is currently vacant, undeveloped land.

West: C-2 General Commercial District and R-1B Single-Family District. The adjacent land uses to the west are currently a mix of commercial and residential.

Appleton Comprehensive Plan 2010-2030: Community & Economic Development staff has reviewed this proposal and determined it is compatible with the Commercial, Public/Institutional, and One and Two-Family Residential uses shown on the City's *Comprehensive Plan 2010-2030* Future Land Use Map, as long as Comprehensive Plan Amendment #1-19 is approved.

Technical Review Group (TRG) Report: This item was discussed at the April 16, 2019 Technical Review Group meeting. Comments were received from participating departments and captured in the stipulations found below.

RECOMMENDATION

Based on the above, staff recommends that Certified Survey Map #7-19, as shown on the attached map, **BE APPROVED** subject to the following conditions:

1. The buildings shown on the map need to be referenced to the nearest adjacent lot lines, pursuant to Section 17-17(a)(6) of the Municipal Code.

Certified Survey Map #7-19

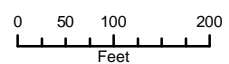
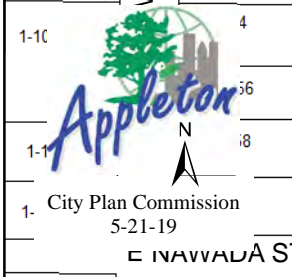
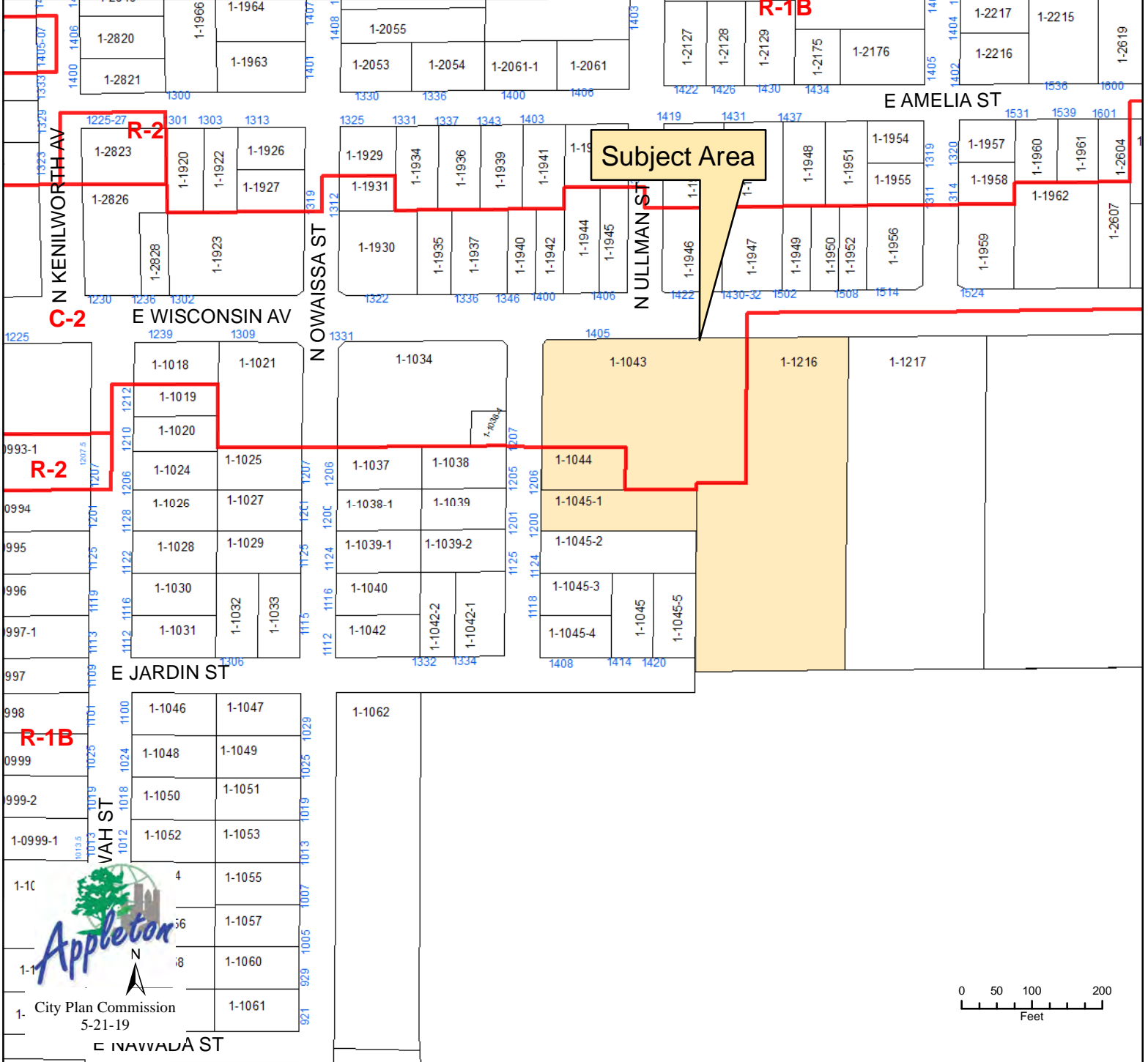
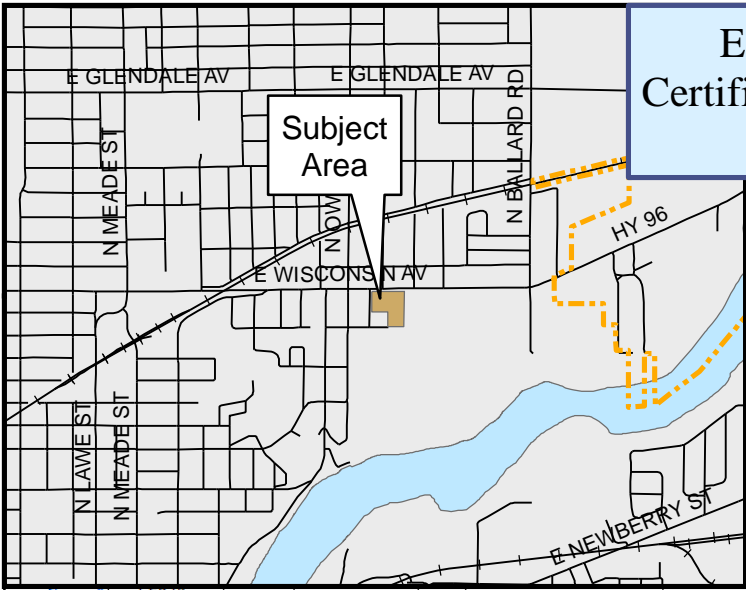
May 21, 2019

Page 3

2. Per §236.20(2)(b) of the Wisconsin Statutes, show the outside diameter (or i.d.) of iron pipes found and/or set.
3. Per §236.34(1)(dm) of the Wisconsin Statutes, provide mortgagees' certificates, if applicable.
4. Deeds will need to be recorded from Dougherty Properties, LLC to East Side Properties, LLC for those portions of parcels #31-1-1044-00 and #31-1-1045-01; and from the Appleton Cemetery Association to East Side Properties, LLC for the portion of parcel #31-1-1216-00.
5. Drainage Plan requirement deferred until time of Site Plan submittal.
6. The total acreage listed on the application form does not match the information shown on the CSM. Revise as necessary.
7. Under the Cemetery Association Owner's Certificate, revise the member name ("Mike Christensen" appears to be carryover from a different project).
8. Comprehensive Plan Amendment #1-19, to amend the Future Land Use Map from Public/Institutional and One and Two-Family Residential designation to Commercial designation, must be approved by Common Council.
9. Rezoning #5-19, to rezone part of parcels #31-1-1044-00, #31-1-1045-01, and #31-1-1216-00 from R-1B Single-Family District to C-2 General Commercial District, must be approved by Common Council.

NOTE: Certified Survey Map #7-19 will be reported out at the same Common Council meeting as the proposed Comprehensive Plan Amendment #1-19 and Rezoning #5-19 to accurately reflect the changes in future land use designation and zoning classification.

East Wisconsin Avenue and North Plateau Street Certified Survey Map #7-19 - Crosses Plat Boundary Zoning Map



East Wisconsin Avenue and North Plateau Street
Certified Survey Map #7-19 - Crosses Plat Boundary
Aerial Map



Subject Area

RECEIVED

APR - 5 2019

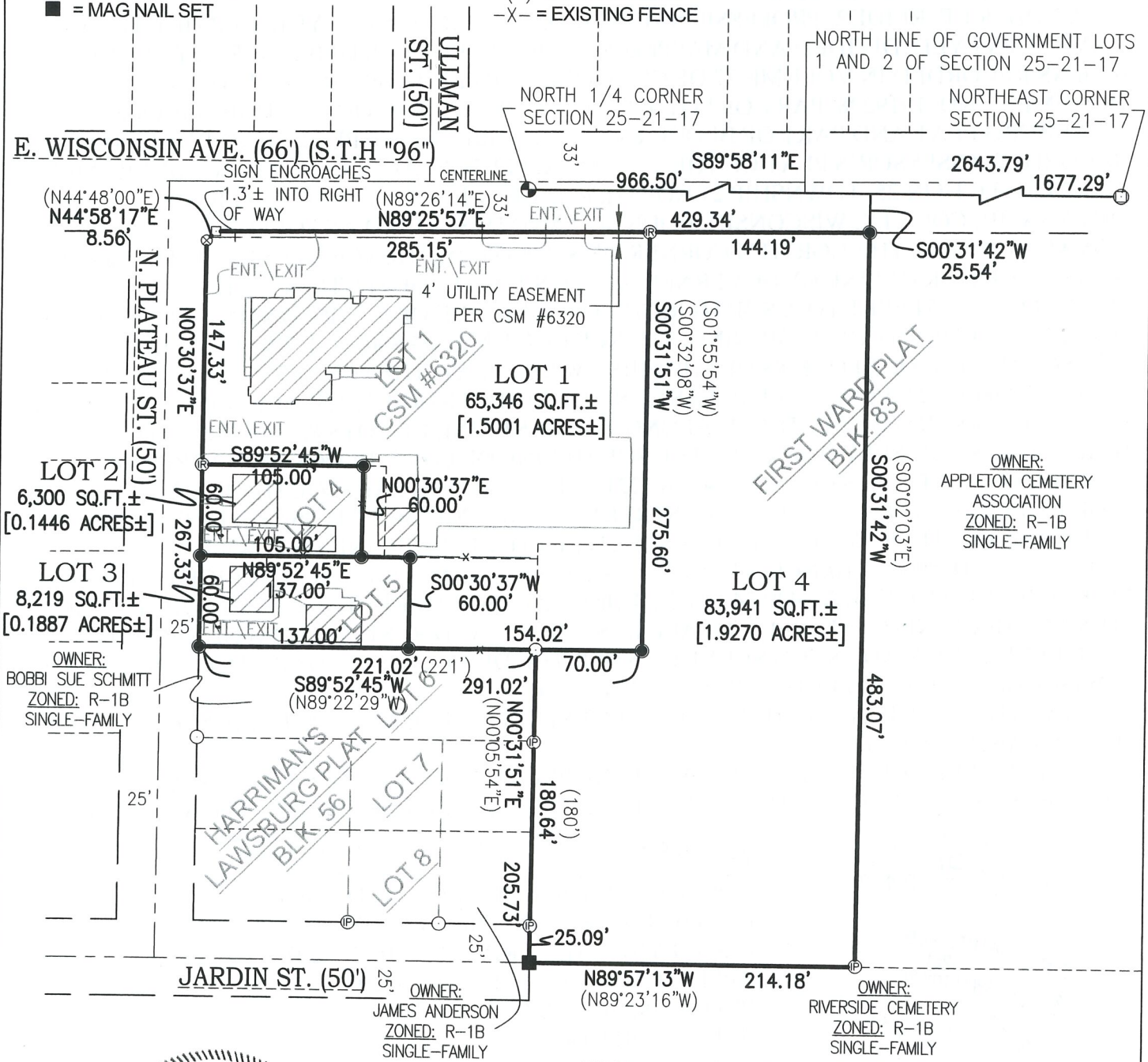
CITY OF APPLETON
COMMUNITY/ECON DEVELOPMENT

CERTIFIED SURVEY MAP NO. _____

BEING ALL OF LOT 1 CERTIFIED SURVEY MAP 6320 AS RECORDED IN VOLUME 37 OF CERTIFIED SURVEY MAPS ON PAGE 6320 AS DOCUMENT NO. 1919298, PART OF LOT 4 AND ALL OF LOT 5, BLOCK 56, HARRIMAN'S LAWSBURG PLAT AND PART OF BLOCK 83 OF THE FIRST WARD PLAT, ACCORDING TO THE RECORDED ASSESSOR'S MAP OF THE CITY OF APPLETON, ALL LOCATED IN GOVERNMENT LOT 2 OF SECTION 25, TOWNSHIP 21 NORTH, RANGE 17 EAST, CITY OF APPLETON, OUTAGAMIE COUNTY

LEGEND:

- = 1" X 24" I.D. IRON PIPE WITH CAROW CAP SET, WEIGHING 1.13 LBS. PER LIN. FT.
- = 1 1/4" I.D. IRON PIPE FOUND
- Ⓜ = 3/4" IRON REBAR FOUND
- Ⓟ = 1" IRON PIPE FOUND
- = MAG NAIL SET
- = MAG NAIL FOUND
- ⊗ = CUT CROSS FOUND
- ⊕ = SURVEY NAIL FOUND
- ⊙ = BRASS MONUMENT
- () = RECORDED AS
- X- = EXISTING FENCE



OWNER:
APPLETON CEMETERY
ASSOCIATION
ZONED: R-1B
SINGLE-FAMILY

OWNER:
BOBBI SUE SCHMITT
ZONED: R-1B
SINGLE-FAMILY

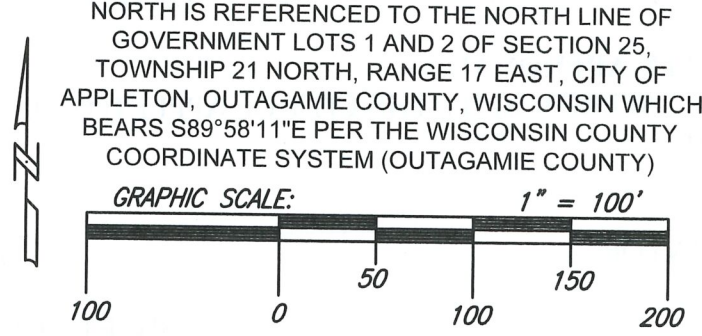
OWNER:
JAMES ANDERSON
ZONED: R-1B
SINGLE-FAMILY

OWNER:
RIVERSIDE CEMETERY
ZONED: R-1B
SINGLE-FAMILY

OWNER: EAST SIDE PROPERTIES LLC, DOUGHERTY PROPERTIES LLC & APPLETON CEMETERY ASSOCIATION
ZONED: C-2 GENERAL COMMERCIAL DISTRICT & R-1B SINGLE FAMILY DISTRICT
PARCEL ID: 31-1-1043-00, 31-1-1044-00, 31-1-1045-01 & 31-1-1216-00



Robert F. Reider 4-3-19
ROBERT F. REIDER, PLS-1251 DATED
CAROW LAND SURVEYING CO., INC.
615 N. LYNNDAL DR., P.O. BOX 1297
APPLETON, WISCONSIN 54912-1297
PHONE: (920)731-4168
A1158-19 DATED: 4-3-2019
DRAFTED BY: MCR



RECEIVED

CERTIFIED SURVEY MAP NO.

BEING ALL OF LOT 1 OF CERTIFIED SURVEY MAP NO. 6320 AS RECORDED IN VOLUME 37 OF CERTIFIED SURVEY MAPS ON PAGE 6320 AS DOCUMENT NO. 1919298, PART OF LOT 4 AND ALL OF LOT 5, BLOCK 56, HARRIMAN'S LAWSBURG PLAT AND PART OF BLOCK 83 OF THE FIRST WARD PLAT, ACCORDING TO THE RECORDED ASSESSOR'S PLAT OF THE CITY OF APPLETON, ALL LOCATED IN GOVERNMENT LOT 2 OF SECTION 25, TOWNSHIP 21 NORTH, RANGE 17 EAST, CITY OF APPLETON, OUTAGAMIE COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE:

I, ROBERT F. REIDER, PROFESSIONAL WISCONSIN LAND SURVEYOR, CERTIFY THAT I HAVE SURVEYED, DIVIDED AND MAPPED ALL OF LOT 1 OF CERTIFIED SURVEY MAP NO. 6320 AS RECORDED IN VOLUME 37 OF CERTIFIED SURVEY MAPS ON PAGE 6320 AS DOCUMENT NO. 1919298, PART OF LOT 4 AND ALL OF LOT 5, BLOCK 56, HARRIMAN'S LAWSBURG PLAT AND PART OF BLOCK 83 OF THE FIRST WARD PLAT, ACCORDING TO THE RECORDED ASSESSOR'S PLAT OF THE CITY OF APPLETON, ALL LOCATED IN GOVERNMENT LOT 2 OF SECTION 25, TOWNSHIP 21 NORTH, RANGE 17 EAST, CITY OF APPLETON, OUTAGAMIE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH ¼ CORNER OF SECTION 25; THENCE S89°58'11"E, 966.50 FEET ALONG THE NORTH LINE OF GOVERNMENT LOTS 1 AND 2 OF SECTION 25; THENCE S00°31'42"W, 25.54 FEET TO A SOUTH RIGHT-OF-WAY LINE OF E. WISCONSIN AVENUE (S.T.H. "96") AND THE POINT OF BEGINNING; THENCE CONTINUING S00°31'42"W, 483.07 FEET TO THE SOUTH LINE OF BLOCK 83 OF THE FIRST WARD PLAT; THENCE N89°57'13"W, 214.18 FEET ALONG SAID SOUTH LINE TO THE EAST END OF JARDIN STREET; THENCE N00°31'51"E, 205.73 FEET ALONG SAID EAST END AND ALONG THE EAST LINE OF LOTS 8, 7 AND 6, BLOCK 56, HARRIMAN'S LAWSBURG PLAT TO THE SOUTH LINE OF LOT 5, BLOCK 56, HARRIMAN'S LAWSBURG PLAT; THENCE S89°52'45"W, 221.02 FEET ALONG SAID SOUTH LINE TO THE EAST RIGHT-OF-WAY LINE OF N. PLATEAU STREET; THENCE N00°30'37"E, 267.33 FEET ALONG SAID EAST RIGHT-OF-WAY LINE TO A SOUTH RIGHT-OF-WAY LINE OF E. WISCONSIN AVENUE (S.T.H. "96"); THENCE N44°58'17"E, 8.56 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE; THENCE N89°25'57"E, 429.34 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING. SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

THAT I HAVE MADE SUCH SURVEY UNDER THE DIRECTION OF MARK DOUGHERTY, 1405 E. WISCONSIN AVE., APPLETON, WISCONSIN 54911.

THAT THIS MAP IS A CORRECT REPRESENTATION OF THE EXTERIOR BOUNDARY LINES OF THE LAND SURVEYED.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236.34 OF THE WISCONSIN STATUTES AND THE SUBDIVISION ORDINANCES OF THE CITY OF APPLETON.



Robert F. Reider 4-3-19
ROBERT F. REIDER, PLS-1251 DATED
CAROW LAND SURVEYING CO., INC.
615 N. LYNNDALE DRIVE, P.O. BOX 1297
APPLETON, WISCONSIN 54912-1297
PHONE: (920)731-4168
A1158-19 (RFR) 4-3-2019

TREASURER'S CERTIFICATE:

I HEREBY CERTIFY THAT THERE ARE NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENTS ON ANY OF THE LAND INCLUDED ON THIS CERTIFIED SURVEY MAP.

CITY TREASURER DATED _____ COUNTY TREASURER DATED _____

CITY APPROVAL:

APPROVED BY THE CITY OF APPLETON ON THIS _____ DAY OF _____, 20____.

MAYOR CITY CLERK

CERTIFIED SURVEY MAP NO. _____

BEING ALL OF LOT 1 OF CERTIFIED SURVEY MAP NO. 6320 AS RECORDED IN VOLUME 37 OF CERTIFIED SURVEY MAPS ON PAGE 6320 AS DOCUMENT NO. 1919298, PART OF LOT 4 AND ALL OF LOT 5, BLOCK 56, HARRIMAN'S LAWSBURG PLAT AND PART OF BLOCK 83 OF THE FIRST WARD PLAT, ACCORDING TO THE RECORDED ASSESSOR'S PLAT OF THE CITY OF APPLETON, ALL LOCATED IN GOVERNMENT LOT 2 OF SECTION 25, TOWNSHIP 21 NORTH, RANGE 17 EAST, CITY OF APPLETON, OUTAGAMIE COUNTY, WISCONSIN.

LIMITED LIABILITY COMPANY OWNER'S CERTIFICATE

EAST SIDE PROPERTIES, LLC AND DOUGHERTY PROPERTIES, LLC, WISCONSIN LIMITED LIABILITY COMPANIES, AS OWNER, DOES HEREBY CERTIFY THAT SAID LIMITED LIABILITY COMPANIES CAUSED THE LAND DESCRIBED ON THIS CERTIFIED SURVEY MAP TO BE SURVEYED, DIVIDED AND MAPPED AS REPRESENTED ON THIS CERTIFIED SURVEY MAP.

EAST SIDE PROPERTIES, LLC AND DOUGHERTY PROPERTIES, LLC C, DOES FURTHER CERTIFY THAT THIS CERTIFIED SURVEY MAP IS REQUIRED BY S.236.10 OR S.236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION: CITY OF APPLETON.

IN WITNESS WHEREOF, THE SAID, EAST SIDE PROPERTIES, LLC AND DOUGHERTY PROPERTIES, LLC., HAS CAUSED THESE PRESENT TO BE SIGNED BY MARK W. DOUGHERTY ON THIS _____ DAY OF _____, 20____.
BY: EAST SIDE PROPERTIES, LLC, AND DOUGHERTY PROPERTIES, LLC

MARK W. DOUGHERTY, MEMBER

STATE OF WISCONSIN)
) SS
COUNTY OF OUTAGAMIE)

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 20____,
MARK W. DOUGHERTY, MEMBER OF THE ABOVE NAMED LIMITED LIABILITY COMPANIES, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT, AND TO ME KNOWN TO BE SUCH MEMBER OF SAID LIMITED LIABILITY COMPANIES, AND ACKNOWLEDGED THAT HE EXECUTED THE FOREGOING INSTRUMENT AS SUCH MEMBER AS THE DEED OF SAID LIMITED LIABILITY COMPANIES, BY ITS AUTHORITY,

NOTARY PUBLIC
MY COMMISSION EXPIRES _____.



Robert F. Reider 4-3-19

ROBERT F. REIDER, PLS-1251 DATED
CAROW LAND SURVEYING CO., INC.
615 N. LYNNDAL DRIVE, P.O. BOX 1297
APPLETON, WISCONSIN 54912-1297
PHONE: (920)731-4168
A1158-19 (RFR) 4-3-2019



REPORT TO CITY PLAN COMMISSION

Plan Commission Public Hearing Date: July 9, 2019

Common Council Meeting Date: July 10, 2019

Item: Special Use Permit #7-19 for a wine bar/tasting room with alcohol sales and consumption

Case Manager: Don Harp

GENERAL INFORMATION

Owner/Applicant: Alan Ament, Ament Properties, LLC (owner) / George Koenig, Tandem Wine & Beer (applicant)

Address/Parcel #: 101 West Edison Avenue – Suite 100 (Tax Id #31-4-0257-00)

Petitioner's Request: The applicant is requesting a Special Use Permit for a wine bar/tasting room with alcohol sales and consumption.

BACKGROUND

- In the mid 1980's, this building was converted from an office building once occupied by Wisconsin Electric to a multi-tenant building pursuant to various remodeling permits issued by the Inspections Division.
- A portion of this building was used as a streetcar barn for the Appleton Electric Street Railway Company.

The State of Wisconsin State Historic Marker affixed to the building reads as follows:

"On August 16, 1886 the Appleton Electric Street Railway Company began operation of the world's first commercially successful electric street railway. The cars were driven by Van Depoele direct current motors which received power from a hydroelectric generator through two trolley wires. In 1930, the expanded electric street railway system serving the cities of Appleton, Neenah, Menasha and Kaukauna was retired when bus service was begun to better serve the transportation needs of these communities."

STAFF ANALYSIS

Project Summary: The applicant is proposing to establish a wine bar/tasting room with alcohol sales and consumption in conjunction with a retail wine, beer and spirits store. The proposed use will occupy approximately 2,178 square feet of the first floor and 631 square feet of the second floor within tenant space Suite 100.

Special Use Permit #7-19
July 9, 2019
Page 2

Existing Site Conditions: The existing multi-tenant building area totals approximately 160,368 square feet. No building expansions are proposed with this request. Therefore, the applicable provisions for number of off-street parking spaces will be regulated by Site Plan #94-49. There were 145 off-street parking spaces approved for this site pursuant to Site Plan #94-49. Access is provided by curb cuts on West Edison Avenue and Olde Oneida Street.

Outdoor Alcohol Consumption Area: No outdoor alcohol sales and consumption is requested as part of this application for a Special Use Permit.

Operational Information: A plan of operation is attached to the staff report.

Zoning Ordinance Requirements: The subject property has a zoning designation of C-2 General Commercial District. Per Section 23-113(e) of the Municipal Code, a wine bar/tasting room with alcohol sales and consumption requires a Special Use Permit in the C-2 District. In order to permit alcohol sales and consumption in conjunction with a wine bar/tasting room, the Plan Commission makes a recommendation to the Common Council who will make the final decision on the Special Use Permit. A two-thirds (2/3) vote of the Common Council is required for approval.

Surrounding Zoning and Land Uses: The surrounding area is under the jurisdiction of the City of Appleton (north, south, east, and west). The uses are generally industrial and commercial in nature.

North: C-2 General Commercial District. The adjacent land use to the north is currently a restaurant with alcohol sales (Pullmans at Trolley Square).

South: PD/C-2 Planned Development General Commercial District. The adjacent land use to the south is the river canal for the Appleton Locks system.

East: C-2 General Commercial District. The adjacent land use to the east is currently a bar (Union Jack).

West: M-2 General Industrial District. The adjacent land use to the west is currently a hydroelectric facility (Wisconsin Electric Power Company).

Appleton Comprehensive Plan 2010-2030: Community and Economic Development staff has reviewed this proposal and determined it is compatible with the mixed use designation shown on the City's *Comprehensive Plan 2010-2030* Future Land Use Map. Listed below are related excerpts from the City's *Comprehensive Plan 2010-2030*.

Goal 1 – Community Growth

Appleton will continue to provide opportunities for residential, commercial, and industrial growth, including appropriate redevelopment sites within the downtown and existing neighborhoods, and greenfield development sites at the City's edge.

Special Use Permit #7-19
July 9, 2019
Page 3

Goal 8 – Economic Development

Appleton will pursue economic development that retains and attracts talented people, brings good jobs to the area, and supports the vitality of its industrial areas, downtown, and neighborhood business districts.

OBJECTIVE 9.4 Economic Development:

Ensure the continued vitality of downtown and the City’s neighborhood commercial districts.

Policy 9.6.2 Encourage the creation of vibrant mixed-use urban areas in the downtown and along the Fox River that are both walkable and bicycle-friendly.

OBJECTIVE 10.5 Land Use:

Support the continued redevelopment and revitalization of land uses adjacent to Appleton’s key transportation corridors and downtown.

OBJECTIVE 13.3 Fox River Corridor Plan:

Promote an economically viable mix of existing and redeveloped uses along the riverfront.

Policy 13.3.2 Most of the new development occurring within the corridor is expected to be commercial and residential. Commercial uses will primarily consist of restaurant and small retail uses serving the neighborhood and visitors attracted to the river. (Commercial uses may also tend to cluster on the frontage of Olde Oneida Street)

Finding of Fact: Prior to the granting of any Special Use Permit, the City Plan Commission may recommend and the Common Council may place such conditions and restrictions upon the establishment, location, construction, maintenance and method or hours of operation of the special use as is deemed necessary for the protection of the public interest and to secure compliance with the standards specified in 23-66 (e) (1-6). This request was reviewed in accordance with the standards for granting a Special Use Permit under 23-66 (e) (1-6), which were found in the affirmative.

Technical Review Group (TRG) Report: This item was discussed at the June 18, 2019 Technical Review Group meeting. No negative comments were received from participating departments.

RECOMMENDATION

Staff recommends, based on the above, that Special Use Permit #7-19 for a wine bar/tasting room with alcohol sales and consumption at 101 W. Edison Avenue, Suite 100 (Tax Id #31-4-0257-00), as shown on the attached maps and per attached plan of operation, along with the attached resolution, **BE APPROVED** to run with the land, subject to the following conditions:

1. All applicable codes, ordinances, and regulations, including but not limited to Fire, Building, and Health Codes and the Noise Ordinance, shall be complied with.
2. Any changes to the plan of operation shall be submitted to the Community and Economic Development Department for review and approval.

Special Use Permit #7-19
July 9, 2019
Page 4

3. Any deviations from the attached Development Plan may require a major or minor amendment request to this Special Use Permit pursuant to Section 23-66(g) of the Zoning Ordinance.
4. The use shall conform to the standards established in Chapter 9, Article III, Alcoholic Beverages, of the Municipal Code.

RESOLUTION

CITY OF APPLETON RESOLUTION APPROVING SPECIAL USE PERMIT #7-19

WHEREAS, George Koenig, Tandem Wine & Beer (applicant) has applied for a Special Use Permit for a wine bar/tasting room with alcohol sales and consumption located at 101 W. Edison Avenue, Suite 100, also identified as Parcel Number 31-4-0257-00; and

WHEREAS, the location for the proposed wine bar/tasting room with alcohol sales and consumption is located in the C-2 General Commercial District and the proposed use is permitted by special use within this zoning district; and

WHEREAS, the City of Appleton Plan Commission held a public hearing on July 9, 2019, on Special Use Permit #7-19 at which all those wishing to be heard were allowed to speak or present written comments, and other materials presented at the public hearing; and

WHEREAS, the City of Appleton Plan Commission has considered the application, the staff reports, oral and written, the Comprehensive Plan and zoning on the subject property, the testimony, written comments, and other materials presented at the public hearing; and

WHEREAS, the City of Appleton Plan Commission reviewed the standards for granting a Special Use Permit under Sections 23-66(e)(1-6) and 23-66(h)(6) of the Municipal Code, and forwarded Special Use Permit #7-19 to the City of Appleton Common Council with a favorable or not favorable (CIRCLE ONE) recommendation; and

WHEREAS, the City of Appleton Common Council has reviewed the report and recommendation of the City of Appleton Plan Commission at their meeting on _____, 2019 and found it to be acceptable.

NOW, THEREFORE, BE IT RESOLVED, that the City of Appleton Common Council approves Special Use Permit #7-19 for a wine bar/tasting room with alcohol sales and consumption located at 101 W. Edison Avenue, Suite 100, also identified as Parcel Number 31-4-0257-00 and orders as follows:

CONDITIONS OF SPECIAL USE PERMIT #7-19

1. All applicable codes, ordinances, and regulations, including but not limited to Fire, Building, and Health Codes and the Noise Ordinance, shall be complied with.
2. Any changes to the plan of operation shall be submitted to the Community and Economic Development Department for review and approval.
3. Any deviations from the approved Development Plan may require a major or minor amendment request to this Special Use Permit pursuant to Section 23-66(g) of the Zoning Ordinance.

4. The use shall conform to the standards established in Chapter 9, Article III, Alcoholic Beverages, of the Municipal Code.

Adopted this _____ day of _____, 2019.

Timothy M. Hanna, Mayor

ATTEST:

Kami Lynch, City Clerk

**TAVERN AND/OR RESTAURANT WITH ALCOHOL SALES
PLAN OF OPERATION AND LOCATIONAL INFORMATION**

Business Information:

Name of business: Tandem Wine & Beer

Years in operation: 4

Percentage of business derived from restaurant service: 0 %

Type of proposed establishment (detailed explanation of business):

Tandem Wine & Beer would like to relocate to 101 E. Edison St, Suite 100. The business would be Retail - boutique wine beer & spirits with a small lounge/wine bar. We are also exploring options for serving coffee, tea, & bagels in the morning.

Proposed Hours of Operation for Indoor Uses:

Day	From	To
Week Day <i>MTWR</i>	<i>11am</i>	<i>9pm</i>
Friday	<i>11AM</i>	<i>10 PM</i>
Saturday	<i>11AM</i>	<i>10 PM</i>
Sunday	<i>-</i>	<i>-</i>

Building Capacity and Area:

Maximum number of persons permitted to occupy the building or tenant space as determined by the International Building Code (IBC) or the International Fire Code (IFC), whichever is more restrictive: _____ persons

Gross floor area of the existing building(s): 87000 Sq Ft

Gross floor area of the proposed building(s): _____

Describe Any Potential Noise Emanating From the Proposed Use:

Describe the noise levels anticipated from all equipment or other mechanical sources:

We do not expect to have any activities which would cause noise

Describe how the crowd noise will be controlled inside and outside the building:

We do not expect to generate Crowd noise

If off-street parking is available for the business, describe how noise from the parking lot will be controlled:

We do not expect our customers to Create noise. if this does occur we will Address with signage & monitoring

Outdoor Uses:

Location, type, size and design of outdoor facilities:

NA

Type and height of screening of plantings/fencing/gating:

NA

Is there any alcohol service incorporated in this outdoor facility proposal? Yes ___ No

Are there plans for outdoor music/entertainment? Yes ___ No

If yes, describe how the noise will be controlled:

Is there any food service incorporated in this outdoor facility proposal? Yes ___ No

Proposed Hours of Operation for Outdoor Uses: No Proposed outdoor uses

Day	From	To
Week Day		
Friday		
Saturday		
Sunday		

Outdoor Lighting:

Type: Commercial Commercial Outdoor Fixtures

Location: _____

Off-Street Parking:

Number of spaces existing: Large parking lots (3)

Number of spaces proposed: Ample parking for all tenants

Other Licensed Premises:

The number of licensed premises within the immediate geographic area of the proposed location will be considered in order to avoid an undue concentration that may have the potential of creating public safety problems or deterring neighborhood development.

List nearby licensed premises:

Stone Arch Brewing - Union Jack

Pullmans

Riverside

Number of Employees:

Number of existing employees: 2

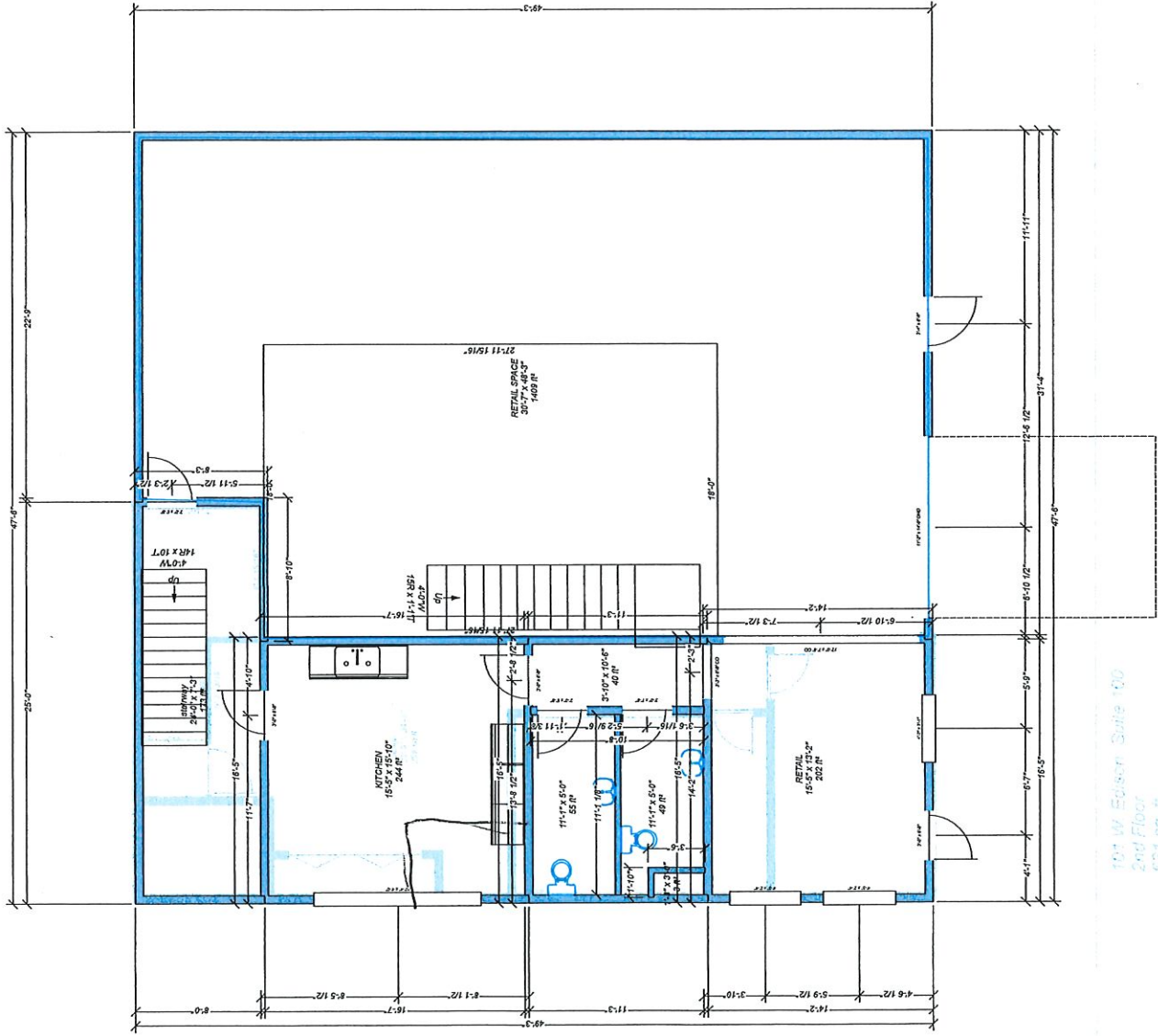
Number of proposed employees: 4

Number of employees scheduled to work on the largest shift: 2

Special Use Permit
Wine Bar/ Wine, Beer, Spirits Tasting Room for the
Tandem Wine Shop
100 W Edison Avenue, Suite 100
Aerial Map



City Plan Commission
7-9-19



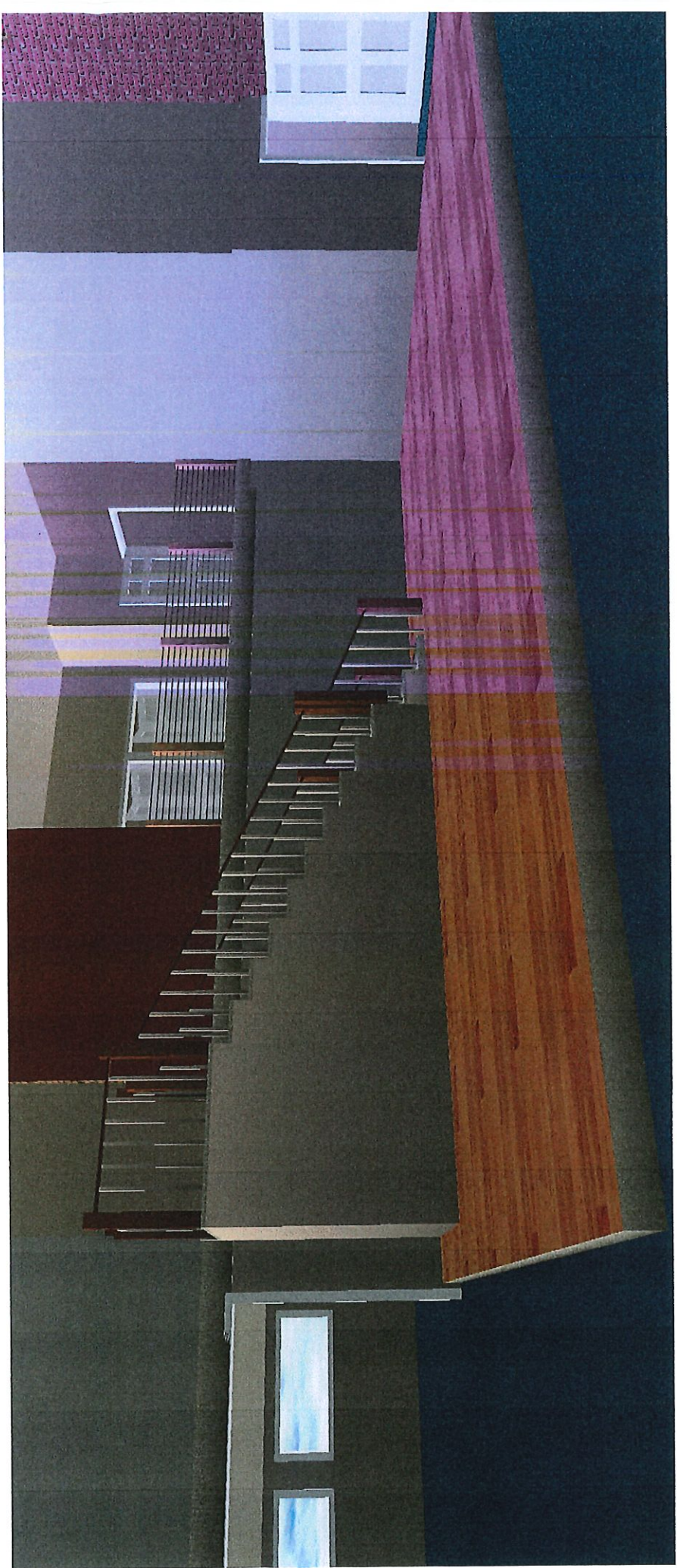
101 W. Edison Suite 100
2nd Floor
531 sq. ft.

101 W. Edison Suite 100
1st floor
2178 sq. ft.



TOTAL sq. ft. 2809

2nd floor
631 sq. ft.





"...meeting community needs...enhancing quality of life."

**PARKS, RECREATION & FACILITIES
MANAGEMENT**

Dean R. Gazza, Director

1819 East Witzke Boulevard
Appleton, Wisconsin 54911-8401
(920) 832-5572 FAX (920) 993-3103
Email - dean.gazza@appleton.org

TO: Finance Committee

FROM: Dean R. Gazza

DATE: 6/10/2019

RE: Action: Award the City of Appleton "2019 Fire Station #6 Hardscapes Phase 1 Project" contract to Highway Landscapers, Inc. in the amount of \$67,342 with a contingency of \$10,000 for a project total not to exceed \$77,342.

The 2019 Capital Improvement Plan includes \$80,000 to repair hardscapes at Fire Station #6. This project includes replacing part of the back driveway from asphalt to concrete and installing new stormwater collection structures. The recommendations for repairs were determined by our consulting engineer after a hardscape audit was completed at the site. This is the first phase of a two phase project.

The bids were received as follows:

Highway Landscapers, Inc. (low bid)	\$67,342.00
Vinton Construction Co.	\$75,465.44

Our consulting engineer has written the City of Appleton a formal letter of recommendation to award the contract to Highway Landscapers, Inc. The Parks, Recreation, and Facilities Management Department has also reviewed the bids and is in agreement with the engineer's recommendation. Therefore, we recommend awarding the contract to Highway Landscapers, Inc. in the amount of \$67,342 plus a contingency of \$10,000 only to be utilized as needed.

Please contact me at 832-5572 or at dean.gazza@appleton.org with any questions.

CITY OF APPLETON
Department of Public Works
MEMORANDUM

TO: Finance Committee
 Municipal Services Committee
 Utilities Committee

SUBJECT: Award of Contract

The Department of Public Works recommends that the following described work:

T-19 Kernan Ave/ E South River Street Storm Sewer Reconstruction

Be awarded to:

Name: Dorner Inc

Address: E506 Luxemburg Road, PO Box 129

Luxemburg, WI 54217

In the amount of : \$854,655.00

With a 4 % contingency of : \$50,000.00

For a project total not to exceed : \$904,655.00

** OR **

In an amount Not To Exceed : _____

Budget: \$1,800,000.00

Estimate: \$950,000.00

Committee Date: 06/24/19

Council Date: 07/10/19

Kernan Avenue/E South River Street Storm Sewer Reconstruction

BID TABULATION

Unit T-19

June 24, 2019

ITEM	DESCRIPTION	Quantity	Units	Dorner Inc		Vinton		Kruczek	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
1.	Furnish & Install 48" Storm Sewer	1,050	lin.ft.	\$376.00	\$394,800.00	\$408.00	\$428,400.00	\$485.00	\$509,250.00
2.	Furnish & Install 18" Storm Sewer	30	lin.ft.	\$147.00	\$4,410.00	\$135.00	\$4,050.00	\$250.00	\$7,500.00
3.	Furnish & Install 15" Storm Sewer	25	lin.ft.	\$171.00	\$4,275.00	\$127.00	\$3,175.00	\$250.00	\$6,250.00
4.	Furnish & Install 18" Inlet Lead	30	lin.ft.	\$339.00	\$10,170.00	\$140.00	\$4,200.00	\$150.00	\$4,500.00
5.	Furnish & Install 15" Inlet Lead	60	lin.ft.	\$137.00	\$8,220.00	\$133.00	\$7,980.00	\$150.00	\$9,000.00
6.	Furnish & Install 12" Inlet Lead	140	lin.ft.	\$122.00	\$17,080.00	\$126.00	\$17,640.00	\$135.00	\$18,900.00
7.	Furnish & Install Storm Manhole N-424	1	ea.	\$145,000.00	\$145,000.00	\$177,000.00	\$177,000.00	\$168,000.00	\$168,000.00
8.	Furnish & Install Storm Manhole N-425	1	ea.	\$15,000.00	\$15,000.00	\$15,006.00	\$15,006.00	\$25,000.00	\$25,000.00
9.	Furnish & Install Storm Manhole N-266	1	ea.	\$15,000.00	\$15,000.00	\$21,009.00	\$21,009.00	\$21,000.00	\$21,000.00
10.	Furnish & Install Storm Manhole N-13	1	ea.	\$35,000.00	\$35,000.00	\$25,741.00	\$25,741.00	\$33,000.00	\$33,000.00
11.	Furnish & Install Storm Manhole AA-139	1	ea.	\$15,000.00	\$15,000.00	\$18,933.00	\$18,933.00	\$28,000.00	\$28,000.00
12.	Furnish & Install Storm Manhole Casting	5	ea.	\$475.00	\$2,375.00	\$450.00	\$2,250.00	\$1,100.00	\$5,500.00
13.	Furnish & Install "E" Inlet w/Frame & Grate	15	ea.	\$2,100.00	\$31,500.00	\$2,835.00	\$42,525.00	\$2,000.00	\$30,000.00
14.	Furnish & Install "C" Inlet w/Frame & Grate	2	ea.	\$2,100.00	\$4,200.00	\$2,821.00	\$5,642.00	\$2,000.00	\$4,000.00
15.	Furnish & Install Type "D-M" Inlet Protection	20	ea.	\$135.00	\$2,700.00	\$100.00	\$2,000.00	\$150.00	\$3,000.00
16.	Furnish & Install Temporary Traffic Control	1	LS	\$8,500.00	\$8,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00
17.	Furnish & Install 3-Day High Early Concrete Pavement	35	cu.yds.	\$1,040.00	\$36,400.00	\$400.00	\$14,000.00	\$780.00	\$27,300.00
18.	Contaminated Soil Removal	100	cu.yds.	\$30.00	\$3,000.00	\$10.00	\$1,000.00	\$20.00	\$2,000.00
19.	Furnish & Install Extra Stone Bedding	150	tons	\$13.50	\$2,025.00	\$24.00	\$3,600.00	\$20.00	\$3,000.00
20.	Abandon Storm Sewer and Manholes (in ravine)	1	LS	\$45,000.00	\$45,000.00	\$48,683.00	\$48,683.00	\$97,000.00	\$97,000.00
21.	Furnish & Install Temporary Asphalt and Concrete	1	LS	\$55,000.00	\$55,000.00	\$46,327.00	\$46,327.00	\$31,000.00	\$31,000.00
				\$854,655.00		\$896,661.00		\$1,040,700.00	

CITY OF APPLETON
Department of Public Works
MEMORANDUM

TO: **Finance Committee**
 Municipal Services Committee
 Utilities Committee

SUBJECT: Award of Contract

The Department of Public Works recommends that the following described work:
Unit J-19 Mini Storm Sewer Construction

Be awarded to:

Name: Dave Tenor Corporation
Address: 2759 Dewey Decker Drive
Green Bay, WI 54313

In the amount of : _____

With a _____ % contingency of : _____

For a project total not to exceed : _____

**** OR ****

In an amount Not To Exceed : _____ \$200,000.00

Budget: _____ \$200,000.00
Estimate: _____ \$200,000.00
Committee Date: _____ 06/24/19
Council Date: _____ 07/10/19

MINI STORM SEWER CONSTRUCTION

Unit J-19

June 17, 2019

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>Quantity</u>	<u>Units</u>
1.	Furnish & Install 6" Storm Sewer	5,500	lin.ft.
2.	Furnish & Install 6" Storm Lateral	1,000	lin.ft.
3.	Furnish & Install 4" Storm Riser	625	lin.ft.
4.	Furnish & Install 6" Storm Riser	650	lin.ft.
5.	Connect Sump Pump	20	each
6.	Furnish & Install Auger Section	1,700	lin.ft.
7.	Furnish & Construct PVC Yard Drain (Special Provisions 5.04.2)	10	each
8.	Furnish & Construct Concrete Yard Drain (Special Provisions 5.04.1)	1	each

BID TABULATION

Dave Tenor Corporation		Highway Landscapers, Inc.		Wood Sewer & Excavating, Inc		PTS Contractors, Inc.		Dorner, Inc.	
<u>Unit Price</u>	<u>Total</u>	<u>Unit Price</u>	<u>Total</u>	<u>Unit Price</u>	<u>Total</u>	<u>Unit Price</u>	<u>Total</u>	<u>Unit Price</u>	<u>Total</u>
\$30.00	\$165,000.00	\$32.50	\$178,750.00	\$38.50	\$211,750.00	\$46.00	\$253,000.00	\$50.00	\$275,000.00
\$50.00	\$50,000.00	\$39.00	\$39,000.00	\$38.00	\$38,000.00	\$37.00	\$37,000.00	\$50.00	\$50,000.00
\$30.00	\$18,750.00	\$28.00	\$17,500.00	\$58.00	\$36,250.00	\$34.00	\$21,250.00	\$50.00	\$31,250.00
\$30.00	\$19,500.00	\$30.00	\$19,500.00	\$58.00	\$37,700.00	\$35.00	\$22,750.00	\$50.00	\$32,500.00
\$75.00	\$1,500.00	\$100.00	\$2,000.00	\$150.00	\$3,000.00	\$265.00	\$5,300.00	\$150.00	\$3,000.00
\$24.50	\$41,650.00	\$26.00	\$44,200.00	\$9.00	\$15,300.00	\$37.00	\$62,900.00	\$30.00	\$51,000.00
\$300.00	\$3,000.00	\$600.00	\$6,000.00	\$600.00	\$6,000.00	\$750.00	\$7,500.00	\$1,000.00	\$10,000.00
\$500.00	\$500.00	\$1,500.00	\$1,500.00	\$1,200.00	\$1,200.00	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00
\$299,900.00		\$308,450.00		\$349,200.00		\$411,200.00		\$454,750.00	

CITY OF APPLETON
Department of Public Works
MEMORANDUM

TO: **Finance Committee**
 Municipal Services Committee
 Utilities Committee

SUBJECT: Award of Contract

The Department of Public Works recommends that the following described work:
Unit O-19 Sanitary Sewer CIPP Lining

Be awarded to:

Name: Terra Engineering & Construction Corporation
Address: 2409 Vondron Road
Madison, WI 53718

In the amount of : \$245,475.00
With a 1.9 % contingency of : \$4,547.00
For a project total not to exceed : \$250,022.00

**** OR ****

In an amount Not To Exceed : _____

Budget: \$210,022.00
Estimate: \$275,000.00
Committee Date: 06/24/19
Council Date: 07/03/19

Sanitary Sewer (CIPP) Lining

Unit O-19

June 17, 2019

BID TABULATION

ITEM	DESCRIPTION	Quantity	Units	Terra Engineering		Visu-Sewer, Inc.		Michels Pipe Services		Insituform Technologies	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1.	Fremont St. – East St. to Harmon St. 298' - 10" Sanitary Sewer Lining	1	lump sum	\$11,920.00	\$11,920.00	\$10,450.00	\$10,450.00	\$11,538.00	\$11,538.00	\$10,561.90	\$10,561.90
2.	Fremont St. – 665' w/o Kernan Av. to Kernan Av. 654' - 10" Sanitary Sewer Lining	1	lump sum	\$26,160.00	\$26,160.00	\$23,850.00	\$23,850.00	\$26,877.00	\$26,877.00	\$27,719.80	\$27,719.80
3.	Vulcan St. – North Island St. to South Island St. 604' - 12" Sanitary Sewer Lining	1	lump sum	\$27,180.00	\$27,180.00	\$33,050.00	\$33,050.00	\$29,484.00	\$29,484.00	\$32,843.40	\$32,843.40
4.	College Av. – 54' e/o Kensington Dr. to Kensington Dr. 54' - 30" Storm Sewer Lining	1	lump sum	\$17,550.00	\$17,550.00	\$22,950.00	\$22,950.00	\$18,346.00	\$18,346.00	\$32,583.50	\$32,583.50
5.	Marquette St. – 220' e/o Ulman St. to 200' w/o Alexander St. 250' - 18" Storm Sewer Lining	1	lump sum	\$15,000.00	\$15,000.00	\$18,550.00	\$18,550.00	\$16,376.00	\$16,376.00	\$19,918.00	\$19,918.00
6.	Perkins St. – at Railroad 214' - 24" Storm Sewer Lining	1	lump sum	\$26,750.00	\$26,750.00	\$37,430.00	\$37,430.00	\$34,446.00	\$34,446.00	\$57,683.20	\$57,683.20
7.	Summit St. – Winnebago St. to Commercial St. 299' - 12" Storm Sewer Lining	1	lump sum	\$11,960.00	\$11,960.00	\$15,445.00	\$15,445.00	\$12,299.00	\$12,299.00	\$13,818.90	\$13,818.90
8.	Wisconsin Av. – Wisconsin Ct. to 60' w/o Jardin Ct. 174' - 12" Storm Sewer Lining	1	lump sum	\$7,830.00	\$7,830.00	\$10,605.00	\$10,605.00	\$10,757.00	\$10,757.00	\$11,080.60	\$11,080.60
9.	Arbutus Park – 37' n/o Packard St. to Packard St. 37' - 24" Storm Sewer Lining	1	lump sum	\$12,025.00	\$12,025.00	\$7,700.00	\$7,700.00	\$15,920.00	\$15,920.00	\$25,121.50	\$25,121.50
10.	Lawe St. – n/o Fox River Bridge to Fox River 138' - 36" Storm Sewer Lining	1	lump sum	\$55,200.00	\$55,200.00	\$60,210.00	\$60,210.00	\$49,538.00	\$49,538.00	\$46,374.00	\$46,374.00
11.	Lawe St. – Catch Basin to Main 18' - 12" Storm Sewer Lining	1	lump sum	\$5,400.00	\$5,400.00	\$1,500.00	\$1,500.00	\$9,788.00	\$9,788.00	\$7,223.60	\$7,223.60
12.	Sanitary/Storm Sewer Lateral Reinstates	38	ea.	\$100.00	\$3,800.00	\$100.00	\$3,800.00	\$115.00	\$4,370.00	\$133.80	\$5,084.40
13.	Spot Repairs	5	ea.	\$2,000.00	\$10,000.00	\$1,550.00	\$7,750.00	\$2,000.00	\$10,000.00	\$2,175.40	\$10,877.00
14.	Lateral Inspections	4	ea.	\$350.00	\$1,400.00	\$1,000.00	\$4,000.00	\$726.00	\$2,904.00	\$362.60	\$1,450.40
15.	Lateral Liner	1	ea.	\$3,300.00	\$3,300.00	\$6,880.00	\$6,880.00	\$6,378.00	\$6,378.00	\$2,579.40	\$2,579.40
16.	Railroad Coordination & Permitting	1	lump sum	\$10,000.00	\$10,000.00	\$11,250.00	\$11,250.00	\$18,795.00	\$18,795.00	\$12,638.30	\$12,638.30
				\$245,475.00		\$275,420.00		\$277,816.00		\$317,557.90	



"...meeting community needs...enhancing quality of life."

**PARKS, RECREATION & FACILITIES
MANAGEMENT**

Dean R. Gazza, Director

1819 East Witzke Boulevard
Appleton, Wisconsin 54911-8401
(920) 832-5572 FAX (920) 993-3103
Email - dean.gazza@appleton.org

TO: Finance Committee

FROM: Dean R. Gazza

DATE: 6/24/2019

RE: Action: Approve Amendment and Change Order #1 to contract for Wastewater "2018 Electrical Distribution Upgrades Phase 1 Project" for alternative design of transformer in the amount of \$98,650 resulting in an increase to contingency from \$103,703 to \$202,353. Overall contract increased from \$1,037,025.66 to \$1,135,675.66.

The 2018 Capital Improvement Plan includes \$1,470,750 to complete Phase 1 of 5 for the Wastewater Electrical Distribution Upgrades Project. The amount of \$130,000 has been utilized for design leaving a balance of \$1,340,750 for construction. The 2019 Capital Improvement Plan includes an additional \$1,800,000 for Phase II.

The reason for this project is that the majority of the electrical distribution system is from the mid-1970 and has reached the end of its useful life. The electrical distribution system is critical to the Wastewater Treatment Plant operations and needs to be upgraded to reduce the risk of an electrical distribution component failure. The upgrade is a multi-phase, multi-year project.

During pre-construction, constructability reviews were held and safety concerns while working in close proximity to a live substation were identified, thus alternative designs were developed. The alternative design that was selected provided a better design which allows the new transformers to be constructed with minimal service interruptions to the Wastewater Treatment Plant, along with the project to be constructed in a safe manner for all parties involved. The alternate design will also provide a better overall solution that will to serve the Wastewater Treatment Plant for many years.

Since the 2019 budget includes funding for this project, no additional funding is being requested. This request is to increase the contract amount in the amount of \$98,650 and approve Change Order #1.

Please contact me at 832-5572 or at dean.gazza@appleton.org with any questions.



MEMORANDUM

"...meeting community needs...enhancing quality of life."

TO: Community & Economic Development Committee (CEDC)

FROM: Matt Rehbein, Economic Development Specialist

DATE: June 26, 2019

RE: Offer to Purchase – Lots 1 & 2 Northeast Industrial Park Plat #4, Valley Tool, Inc. or its assigns

The City of Appleton received an Offer to Purchase from Valley Tool, Inc. or its assigns for Lots 1 & 2 in the Northeast Industrial Park Plat Number 4, comprised of approximately 2.92 acres on June 18, 2019.

Valley Tool, Inc. anticipates initially constructing a 10,000 square foot warehouse with loading dock and ability to expand to a facility consisting of the warehouse, a 10,000 - 15,000 sq. ft. manufacturing plant with 700-amp electrical capacity, and an office area totaling up to 6,000 sq. ft. Construction is anticipated to be complete by Fall 2019.

The Offer to Purchase is for \$107,000.00, which is \$36,643.84 per acre. The City is currently asking \$40,000 per acre. There are no real estate commissions requested for this transaction.

The remaining terms of this offer are aligned with those previously approved by Council on June 5, 2019 with one exception. This Offer to Purchase is for Lots 1 & 2 only, with an option to purchase Lot 3 within the next 3 years for \$53,850 (\$37,395.83 per acre). The original offer, submitted on April 16, 2019 was for Lots 1, 2 & 3.

Staff Recommendation:

The City of Appleton accept the Offer-To-Purchase for Lots 1 & 2 in the Northeast Industrial Park, Plat 4 from Valley Tool, Inc. and authorize staff to negotiate and execute an option to purchase for Lot 3 in the Northeast Industrial Park, Plat Number 4 **BE APPROVED.**

WB-13 VACANT LAND OFFER TO PURCHASE

Attorney
1 **LICENSEE DRAFTING THIS OFFER ON** June 18, 2019 **[DATE] IS (AGENT OF BUYER)**
2 **(AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER) [STRIKE THOSE NOT APPLICABLE]**
3 **GENERAL PROVISIONS** The Buyer, Valley Tool, Inc. or its assigns

4 _____, offers to purchase the Property
5 known as [Street Address] Lots 1 and 2 (Tax Parcel Nos. 311535900 and 311536000) Goodland Drive
6 in the _____ City _____ of _____ Appleton _____, County of _____ Outagamie _____, Wisconsin (Insert
7 additional description, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525), on the following terms:

8 ■ **PURCHASE PRICE:** One Hundred Seven Thousand
9 _____ Dollars (\$ 107,000.00).

10 ■ **EARNEST MONEY of \$** _____ ~~accompanies this Offer and earnest money of \$ 2,000.00~~
11 will be mailed, or commercially or personally delivered within _____ 7 _____ days of acceptance to ~~listing broker or~~
12 the title company to be used for title commitment.

13 ■ **THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise provided below.

14 ■ **INCLUDED IN PURCHASE PRICE:** Seller is including in the purchase price the Property, all Fixtures on the Property on the
15 date of this Offer not excluded at lines 18-19, and the following additional items: _____
16 _____
17 _____

18 ■ **NOT INCLUDED IN PURCHASE PRICE:** _____
19 _____

20 **CAUTION: Identify Fixtures that are on the Property (see lines 290-294) to be excluded by Seller or which are rented**
21 **and will continue to be owned by the lessor.**

22 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are**
23 **included/excluded. Annual crops are not part of the purchase price unless otherwise agreed.**

24 ■ **ZONING:** Seller represents that the Property is zoned: M-1

25 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
26 copies of the Offer.

27 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines**
28 **running from acceptance provide adequate time for both binding acceptance and performance.**

29 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on
30 or before _____ See Addendum A _____ Seller may keep the Property on the
31 market and accept secondary offers after binding acceptance of this Offer.

32 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

33 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF THIS
34 OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A"
35 OR ARE LEFT BLANK.

36 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
37 written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 38-56.

38 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if
39 named at line 40 or 41.

40 Seller's recipient for delivery (optional): Matthew Rehbein, Economic Development Specialist

41 Buyer's recipient for delivery (optional): Attorney Michael R. Demerath, Hager, Dewick & Zuengler, S.C.

42 (2) **Fax:** fax transmission of the document or written notice to the following telephone number:
43 Seller: (_____) Buyer: (_____)

44 (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a
45 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for
46 delivery to the Party's delivery address at line 49 or 50.

47 (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,
48 or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.
49 Delivery address for Seller: 100 N. Appleton Street, Appleton, WI, 54911

50 Delivery address for Buyer: 200 South Washington Street, Suite 200, Green Bay, WI 54301

51 (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line
52 55 or 56. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for
53 personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically
54 to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.

55 E-Mail address for Seller (optional): matthew_rehbein@appleton.org

56 E-Mail address for Buyer (optional): mdemerath@hdz-law.com

57 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
58 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

59 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this
60 Offer at lines 458-464 or 526-534 or in an addendum attached per line 525. At time of Buyer's occupancy, Property shall be
61 free of all debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left
62 with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

63 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no
64 notice or knowledge of Conditions Affecting the Property or Transaction (lines 163-187 and 246-278) ~~other than those~~
65 ~~identified in the Seller's disclosure report dated _____, which was received by Buyer prior to~~
66 ~~Buyer signing this Offer and which is made a part of this Offer by reference~~ **COMPLETE DATE OR STRIKE AS APPLICABLE**
67 and See Addendum A

68 _____
69 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

70 **CLOSING** This transaction is to be closed no later than August 15, 2019
71 _____ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

72 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:
73 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners association
74 assessments, fuel and N/A

75 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**
76 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

77 Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:
78 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
79 taxes are defined as general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE
80 APPLIES IF NO BOX IS CHECKED)
81 Current assessment times current mill rate (current means as of the date of closing)
82 Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
83 year, or current year if known, multiplied by current mill rate (current means as of the date of closing)
84

85 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**
86 **substantially different than the amount used for proration especially in transactions involving new construction,**
87 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor**
88 **regarding possible tax changes.**

89 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
90 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5
91 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
92 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
93 and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.

94 **LEASED PROPERTY** ~~If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights~~
95 ~~under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the~~
96 ~~(written) (oral) **STRIKE ONE** lease(s), if any, are Seller represents and warrants that the Property is~~
97 ~~not leased~~ Insert additional terms, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525.

98 **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days of acceptance of this Offer, a list of all
99 federal, state, county, and local conservation, farmland, environmental, or other land use programs, agreements, restrictions,
100 or conservation easements, which apply to any part of the Property (e.g., farmland preservation agreements, farmland
101 preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest, Conservation Reserve
102 Program, Wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with disclosure of any
103 penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This contingency will be
104 deemed satisfied unless Buyer delivers to Seller, within seven (7) days of Buyer's Actual Receipt of said list and disclosure, or
105 the deadline for delivery, whichever is earlier, a notice terminating this Offer based upon the use restrictions, program
106 requirements, and/or amount of any penalty, fee, charge, or payback obligation.

107 **CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such programs,**
108 **as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program such that Seller**
109 **incurs any costs, penalties, damages, or fees that are imposed because the program is not continued after sale. The**
110 **Parties agree this provision survives closing.**

111 **MANAGED FOREST LAND:** All, or part, of the Property is managed forest land under the Managed Forest Law (MFL).
112 This designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive program that
113 encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders designating lands as
114 managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the MFL program changes, the
115 new owner must sign and file a report of the change of ownership on a form provided by the Department of Natural Resources
116 and pay a fee. By filing this form, the new owner agrees to the associated MFL management plan and the MFL program rules.
117 The DNR Division of Forestry monitors forest management plan compliance. Changes you make to property that is subject to
118 an order designating it as managed forest land, or to its use, may jeopardize your benefits under the program or may cause
119 the property to be withdrawn from the program and may result in the assessment of penalties. For more information call the
120 local DNR forester or visit <http://www.dnr.state.wi.us>.

121 **FENCES:** Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares
 122 where one or both of the properties is used and occupied for farming or grazing purposes.

123 **CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and**
 124 **occupied for farming or grazing purposes.**

125 **USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that would be
 126 generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a
 127 non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. To obtain more
 128 information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's Equalization
 129 Section or visit <http://www.revenue.wi.gov/>.

130 **FARMLAND PRESERVATION:** Rezoning a property zoned farmland preservation to another use or the early termination of a
 131 farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to
 132 3 times the class 1 "use value" of the land. Contact the Wisconsin Department of Agriculture, Trade and Consumer Protection
 133 Division of Agricultural Resource Management or visit <http://www.datcp.state.wi.us/> for more information.

134 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S. Department
 135 of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant a protective
 136 cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent plus one-half of the cost of
 137 establishing permanent ground cover. Removing lands from the CRP in breach of a contract can be quite costly. For more
 138 information call the state Farm Service Agency office or visit <http://www.fsa.usda.gov/>.

139 **SHORELAND ZONING ORDINANCES:** All counties must adopt shoreland zoning ordinances that meet or are more
 140 restrictive than Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land
 141 within 1,000 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum
 142 standards for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface
 143 standards (that may be exceeded only if a mitigation plan is adopted) and repairs to nonconforming structures. Buyers must
 144 conform to any existing mitigation plans. For more information call the county zoning office or visit <http://www.dnr.state.wi.us/>.
 145 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning restrictions, if any.

146 **BUYER'S PRE-CLOSING WALK-THROUGH** Within 3 days prior to closing, at a reasonable time pre-approved by Seller or
 147 Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change
 148 in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects
 149 Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

150 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** Seller shall maintain the Property until the earlier of
 151 closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary
 152 wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price,
 153 Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Offer. No later
 154 than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed
 155 such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer.
 156 Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any,
 157 relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on
 158 such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall
 159 be held in trust for the sole purpose of restoring the Property.

160 **DEFINITIONS**

161 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or
 162 written notice physically in the Party's possession, regardless of the method of delivery.

163 ■ **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are
 164 defined to include:

- 165 a. Proposed, planned or commenced public improvements or public construction projects which may result in special
 166 assessments or otherwise materially affect the Property or the present use of the Property.
- 167 b. Government agency or court order requiring repair, alteration or correction of any existing condition.
- 168 c. Land division or subdivision for which required state or local approvals were not obtained.
- 169 d. A portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
- 170 e. A portion of the Property being subject to, or in violation of, a farmland preservation agreement or in a certified farmland
 171 preservation zoning district (see lines 130-133), or enrolled in, or in violation of, a Forest Crop, Managed Forest (see lines
 172 111-120), Conservation Reserve (see lines 134-138), or comparable program.
- 173 f. Boundary or lot disputes, encroachments or encumbrances, a joint driveway or violation of fence laws (Wis. Stat. ch. 90)
 174 (where one or both of the properties is used and occupied for farming or grazing).
- 175 g. Material violations of environmental rules or other rules or agreements regulating the use of the Property.
- 176 h. Conditions constituting a significant health risk or safety hazard for occupants of the Property.
- 177 i. Underground storage tanks presently or previously on the Property for storage of flammable or combustible liquids,
 178 including, but not limited to, gasoline and heating oil.
- 179 j. A Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides,
 180 fertilizer, radon, radium in water supplies, lead or arsenic in soil, or other potentially hazardous or toxic substances on the
 181 premises.
- 182 k. Production of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 183 l. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the
 184 Property.
- 185 m. Defects in any well, including unsafe well water due to contaminants such as coliform, nitrates and atrazine, and out-of-
 186 service wells and cisterns required to be abandoned (Wis. Admin. Code § NR 812.26) but that are not closed/abandoned
 187 according to applicable regulations.

188 **(Definitions Continued on page 5)**

IF LINE 190 IS NOT MARKED OR IS MARKED N/A, LINES 230-236 APPLY.

189
 190 **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written See Addendum A
 191 [INSERT LOAN PROGRAM OR SOURCE] first mortgage
 192 loan commitment as described below, within _____ days of acceptance of this Offer. The financing selected shall be in an
 193 amount of not less than \$ _____ for a term of not less than _____ years, amortized over not less than _____ years.
 194 Initial monthly payments of principal and interest shall not exceed \$ _____. Monthly payments may
 195 also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance
 196 premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination
 197 fee in an amount not to exceed _____ % of the loan. If the purchase price under this Offer is modified, the financed amount,
 198 unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the
 199 monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 201 or 202.

201 **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____ %.
 202 **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____ %. The initial interest
 203 rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____ % per
 204 year. The maximum interest rate during the mortgage term shall not exceed _____ %. Monthly payments of principal
 205 and interest may be adjusted to reflect interest changes.

206 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 458-464 or
 207 526-534 or in an addendum attached per line 525.

208 ■ **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a
 209 mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described
 210 in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no
 211 later than the deadline at line 192. **Buyer and Seller agree that delivery of a copy of any written loan commitment to**
 212 **Seller (even if subject to conditions) shall satisfy the Buyer's financing contingency if, after review of the loan**
 213 **commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall**
 214 **accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of**
 215 **unacceptability.**

216 **CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide**
 217 **the loan. BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN**
 218 **COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS**
 219 **ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**

220 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment, Seller may terminate this
 221 Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan
 222 commitment.

223 ■ **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already
 224 delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of
 225 same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is
 226 named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this
 227 transaction on the same terms set forth in this Offer and this Offer shall remain in full force and effect, with the time for closing
 228 extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain
 229 any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

230 ■ **IF THIS OFFER IS NOT CONTINGENT ON FINANCING:** Within 7 days of acceptance, a financial institution or third party
 231 in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification,
 232 sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering
 233 written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing
 234 contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands
 235 and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an
 236 appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

237 **APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised
 238 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated
 239 subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon
 240 purchase price. This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to
 241 Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon
 242 purchase price, accompanied by a written notice of termination.

243 **CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether**
 244 **deadlines provide adequate time for performance.**

DEFINITIONS CONTINUED FROM PAGE 3

- 245 **DEFINITIONS CONTINUED FROM PAGE 3**
- 246 n. Defects in any septic system or other sanitary disposal system on the Property or out-of-service septic systems not
247 closed/abandoned according to applicable regulations.
- 248 o. Subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface
249 foundations or waste material; organic or non-organic fill; dumpsites where pesticides, herbicides, fertilizer or other toxic
250 or hazardous materials or containers for these materials were disposed of in violation of manufacturer's or government
251 guidelines or other laws regulating said disposal; high groundwater; adverse soil conditions (e.g. low load bearing
252 capacity, earth or soil movement, slides) or excessive rocks or rock formations.
- 253 p. Brownfields (abandoned, idled or under-used land which may be subject to environmental contamination) or other
254 contaminated land, or soils contamination remediated under PECFA, the Department of Natural Resources (DNR)
255 Remediation and Redevelopment Program, the Agricultural Chemical Cleanup Program or other similar program.
- 256 q. Lack of legal vehicular access to the Property from public roads.
- 257 r. Homeowners' associations, common areas shared or co-owned with others, zoning violations or nonconforming uses,
258 conservation easements, restrictive covenants, rights-of-way, easements, easement maintenance agreements, or use of
259 a part of Property by non-owners, other than recorded utility easements.
- 260 s. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to
261 impose assessments against the real property located within the district.
- 262 t. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- 263 u. Property tax increases, other than normal annual increases; completed or pending property tax reassessment of the
264 Property, or proposed or pending special assessments.
- 265 v. Burial sites, archeological artifacts, mineral rights, orchards or endangered species.
- 266 w. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 267 x. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 268 y. Significant odor, noise, water intrusion or other irritants emanating from neighboring property.
- 269 z. Substantial crop damage from disease, insects, soil contamination, wildlife or other causes; diseased trees; or substantial
270 injuries or disease in livestock on the Property or neighboring properties.
- 271 aa. Existing or abandoned manure storage facilities on the Property.
- 272 bb. Impact fees, or other conditions or occurrences that would significantly increase development costs or reduce the value of
273 the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- 274 cc. The Property is subject to a mitigation plan required by DNR rules related to county shoreland zoning ordinances that
275 obligates the owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county
276 (see lines 139-145).
- 277 dd. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion
278 charge or the payment of a use-value conversion charge has been deferred.
- 279 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding
280 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day.
281 Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under
282 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive
283 registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the
284 occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours
285 per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as
286 closing, expire at midnight of that day.
- 287 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
288 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
289 significantly shorten or adversely affect the expected normal life of the premises.
- 290 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land so as to be
291 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage
292 to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including, but not limited
293 to, all: perennial crops; garden bulbs; plants; shrubs and trees and fences; storage buildings on permanent foundations and
294 docks/piers on permanent foundations.
- 295 **CAUTION: Exclude any Fixtures to be retained by Seller or which are rented on lines 18-19.**
- 296 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.
- 297 **PROPERTY DEVELOPMENT WARNING** If Buyer contemplates developing Property for a use other than the current use,
298 there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and
299 zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or
300 uses and therefore should be reviewed. Building permits, zoning variances, Architectural Control Committee approvals,
301 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits,
302 subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of
303 development of, or a particular use for, a property. Optional contingencies which allow Buyer to investigate certain of these
304 issues can be found at lines 306-350 and Buyer may add contingencies as needed in addenda (see line 525). Buyer should
305 review any plans for development or use changes to determine what issues should be addressed in these contingencies.

Property Address: Lots 1 and 2, Goodland Drive, Appleton, Wisconsin

306 **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: See Addendum A
307 _____
308 _____

309 [insert proposed use and type and size of building, if applicable; e.g. three bedroom single family home]. The optional
310 provisions checked on lines 314-345 shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers
311 written notice to Seller specifying those items which cannot be satisfied and written evidence substantiating why each specific
312 item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller
313 agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 314-350.

314 **ZONING CLASSIFICATION CONFIRMATION:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's)
315 ~~STRIKE ONE~~ ("Buyer's" if neither is stricken) expense, verification that the Property is zoned M-1
316 _____ and that the Property's zoning allows the Buyer's proposed use described at lines 306-308.

317 **SUBSOILS:** This offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if neither
318 is stricken) expense, written evidence from a qualified soils expert that the Property is free of any subsoil condition which
319 would make the proposed use described at lines 306-308 impossible or significantly increase the costs of such
320 development.

321 **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** This Offer is contingent
322 upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if neither is stricken) expense, written evidence from
323 a certified soils tester that (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must
324 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of the
325 Property as stated on lines 306-308. The POWTS (septic system) allowed by the written evidence must be one of
326 the following POWTS that is approved by the State for use with the type of property identified at lines 306-308
327 **ALL THAT APPLY**: conventional in-ground; mound; at grade; in-ground pressure distribution; holding tank;
328 other: _____

329 **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE~~
330 ~~ONE~~ ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and restrictions
331 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
332 significantly delay or increase the costs of the proposed use or development identified at lines 306-308.

333 **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if
334 neither is stricken) expense, permits, approvals and licenses, as appropriate, or the final discretionary action by the
335 granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's
336 proposed use: See Addendum A

337 _____
338 **UTILITIES:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if neither
339 is stricken) expense, written verification of the following utility connections at the listed locations (e.g., on the Property, at
340 the lot line, across the street, etc.) **CHECK AND COMPLETE AS APPLICABLE**: electricity _____;
341 gas _____; sewer _____; water _____;
342 telephone _____; cable _____; other _____

343 **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~
344 ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public
345 roads. **except as noted on Addendum A

346 **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if
347 neither is stricken) expense, a rezoning; conditional use permit; license; variance; building permit;
348 occupancy permit; other See Addendum A **CHECK ALL THAT APPLY**, and delivering
349 written notice to Seller if the item cannot be obtained, all within _____ days of acceptance for the Property for its proposed
350 use described at lines 306-308. *** prior to the Closing Date

351 **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) ~~STRIKE ONE~~ ("Seller
352 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by a
353 registered land surveyor, within _____ days of acceptance, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Seller's" if neither is stricken)
354 expense. The map shall show minimum of _____ acres, maximum of _____ acres, the legal description of the
355 Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements,
356 if any, and: _____

357 ~~[STRIKE AND COMPLETE AS APPLICABLE]~~ Additional map features which may be added include, but are not limited to:
358 staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square
359 footage; easements or rights of way. **CAUTION: Consider the cost and the need for map features before selecting them.**
360 **Also consider the time required to obtain the map when setting the deadline.** This contingency shall be deemed satisfied
361 unless Buyer, within five days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for delivery of said map,
362 delivers to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information
363 materially inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency.
364 Upon delivery of Buyer's notice, this Offer shall be null and void.

365 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, total square footage, acreage
366 figures, or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of
367 rounding, formulas used or other reasons, unless verified by survey or other means.

368 **CAUTION: Buyer should verify land dimensions, total square footage/acreage figures and allocation of acreage**
369 **information if material to Buyer's decision to purchase.**

370 **EARNEST MONEY**

371 ■ **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker
372 (Buyer's agent if Property is not listed or Seller's account if no broker is involved), until applied to the purchase price or
373 otherwise disbursed as provided in the Offer.

374 **CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the**
375 **Parties or an attorney. If someone other than Buyer makes payment of earnest money, consider a special**
376 **disbursement agreement.**

377 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after
378 clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money.
379 At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest
380 money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said
381 disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse
382 the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
383 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4)
384 any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an
385 interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to
386 exceed \$250, prior to disbursement.

387 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in
388 relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to
389 disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or
390 Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement.
391 Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4
392 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their
393 legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith
394 disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing
395 regulations concerning earnest money. See Wis. Admin. Code Ch. RL 18.

396 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the
397 Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as
398 defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple
399 listing service sold databases; and (iii) provide active listing, pending sale, closed sale and financing concession information
400 and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers
401 researching comparable sales, market conditions and listings, upon inquiry.

402 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons
403 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at
404 <http://www.widocoffenders.org> or by telephone at (608) 240-5830.

405 **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery
406 of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior
407 to any deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers.
408 Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice
409 that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days after acceptance of this Offer. All
410 other Offer deadlines which are run from acceptance shall run from the time this Offer becomes primary.

411 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
412 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in this
413 Offer except: _____

414 If "Time is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of
415 contract. If "Time is of the Essence" does not apply to a date or Deadline, then performance within a reasonable time of the
416 date or Deadline is allowed before a breach occurs.

417 **TITLE EVIDENCE**

418 **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
419 (or trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
420 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
421 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
422 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report and
423 in this Offer, general taxes levied in the year of closing and N/A

424 _____
425 _____
426 _____

427 which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents
428 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

429 **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the
430 purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all
431 costs of providing title evidence to Buyer. Buyer shall pay all costs of providing title evidence required by Buyer's lender.

432 **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)-(Buyer's) **STRIKE**
433 **ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the
434 effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy
435 exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap
436 coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 442-449).

437 **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title
438 insurance commitment is delivered to Buyer's attorney or Buyer not more than 15 days after acceptance ("15" if left blank),
439 showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per
440 lines 418-427, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements
441 and exceptions, as appropriate.

442 **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
443 objections to title within 10 days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
444 such event, Seller shall have a reasonable time, but not exceeding 5 days ("5" if left blank) from Buyer's delivery of the
445 notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for
446 closing. In the event that Seller is unable to remove said objections, Buyer may deliver to Seller written notice waiving the
447 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver
448 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not
449 extinguish Seller's obligations to give merchantable title to Buyer.

450 **SPECIAL ASSESSMENTS:** Special assessments, if any, levied or for work actually commenced prior to the date of this
451 Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

452 **CAUTION:** Consider a special agreement if area assessments, property owners association assessments, special
453 charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are
454 one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)
455 relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all
456 sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact
457 fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).

458 **ADDITIONAL PROVISIONS/CONTINGENCIES**

459 _____
460 _____
461 _____
462 _____
463 _____
464 _____

465 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and
466 conditions of this Offer. A material failure to perform any obligation under this Offer is a default which may subject the
467 defaulting party to liability for damages or other legal remedies.

468 If **Buyer defaults**, Seller may:

469 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
470 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for
471 actual damages.

472 If **Seller defaults**, Buyer may:

473 (1) sue for specific performance; or
474 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

475 In addition, the Parties may seek any other remedies available in law or equity.

476 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the
477 discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution
478 instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of
479 law those disputes covered by the arbitration agreement.

480 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD**
481 **READ THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS**
482 **OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL**
483 **RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE**
484 **CONSULTED IF LEGAL ADVICE IS NEEDED.**

485 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller
486 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and
487 inures to the benefit of the Parties to this Offer and their successors in interest.

488 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a part of
489 this Offer. An "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the
490 Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source,
491 which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or building
492 materials from the Property and the laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors,
493 testers and appraisers reasonable access to the Property upon advance notice, if necessary to satisfy the contingencies in
494 this Offer. Buyer and licensees may be present at all inspections and testing. Except as otherwise provided, Seller's
495 authorization for inspections does not authorize Buyer to conduct testing of the Property.

496 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the**
497 **test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other**
498 **material terms of the contingency.**

499 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed
500 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller.
501 Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported
502 to the Wisconsin Department of Natural Resources.

503 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 488-502). This Offer
504 is contingent upon a qualified independent inspector(s) conducting an inspection(s), of the Property which discloses no
505 Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing
506 an inspection of _____
507 (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects. Buyer shall order the
508 inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a
509 written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 513.
510 Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.

511 **CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as**
512 **well as any follow-up inspection(s).**

513 This contingency shall be deemed satisfied unless Buyer, within 25 days of acceptance, delivers to Seller a copy of the written
514 inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

515 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

516 For the purposes of this contingency, Defects (see lines 287-289) do not include conditions the nature and extent of which the
517 Buyer had actual knowledge or written notice before signing this Offer.

518 **RIGHT TO CURE:** Seller (shall)(shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have a right to cure the Defects. If
519 Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of
520 Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects, (2) curing the Defects in a good and
521 workmanlike manner and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This
522 Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1)
523 Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure
524 or (b) Seller does not timely deliver the written notice of election to cure.

525 **ADDENDA:** The attached _____ Addendum A _____ is/are made part of this Offer.

526 **ADDITIONAL PROVISIONS/CONTINGENCIES** _____
527 _____
528 _____
529 _____
530 _____
531 _____
532 _____
533 _____
534 _____

535 This Offer was drafted by [Licensee and Firm] _____ Attorney Michael R. Demerath

536 Hager, Dewick & Zuengler, S.C. on June 18, 2019

537 (x) By: Valley Tool, Inc. _____ 6/20/19

538 Buyer's Signature ▲ Print Name Here ▶ Gary Tetzlaff, CEO/CFO Date ▲

539 (x) _____
540 Buyer's Signature ▲ Print Name Here ▶ _____ Date ▲

541 **EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.

542 _____ Broker (By) _____

543 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER**
544 **SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON**
545 **THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.**
City of Appleton

546 (x) By: _____
547 Seller's Signature ▲ Print Name Here ▶ _____ Date ▲

548 (x) _____
549 Seller's Signature ▲ Print Name Here ▶ _____ Date ▲

550 This Offer was presented to Seller by [Licensee and Firm] _____
551 _____ on _____ at _____ a.m./p.m.

552 This Offer is rejected _____ This Offer is countered [See attached counter] _____
553 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

ADDENDUM A TO VACANT LAND OFFER TO PURCHASE

SELLER: CITY OF APPLETON

BUYER: VALLEY TOOL, INC.

The following terms and conditions shall be a part of the WB-13 Vacant Land Offer to Purchase (the "Offer") dated June 18, 2019, by and between Valley Tool, Inc. and/or Assigns (collectively, the "Buyer") and City of Appleton (the "Seller") for the real estate located at Lots 1 and 2 on Goodland Drive (Tax Parcel Nos. 311535900 and 311536000), City of Appleton, Outagamie County, Wisconsin (the "Property"). The Offer and this Addendum are hereinafter together referred to as the "Contract." In the event of any conflict between the provisions of this Addendum and the Offer, the provisions of this Addendum shall control.

1. Binding Acceptance Date/Common Council Approval. This Contract is binding upon both parties only if a copy of the accepted Contract is delivered to Buyer on or before July 12, 2019 at 5:00 p.m. CST. The foregoing notwithstanding, this Contract is contingent upon Common Council approval of the terms of the Contract on July 10, 2019.

2. Disclosure Report. Seller shall provide Buyer a completed Seller's Disclosure Report within 10 days of acceptance. Buyer's obligation to close this transaction is contingent upon such Disclosure Report being acceptable to Buyer, in Buyer's sole discretion.

3. Financing Contingency. Buyer's obligation to close this transaction is contingent upon Buyer obtaining, on or prior to the date of expiration of the Closing Date, a written loan commitment for the purchase of and construction on the Property from a lending institution of Buyer's choice in an amount and with such terms and conditions acceptable to Buyer, within Buyer's sole discretion.

4. Proposed Use. Buyer is purchasing the Property for the purpose of initially constructing a 10,000 sq. ft. warehouse with loading dock and the ability to expand to a facility consisting of the warehouse, a 10,000 to 15,000 sq.ft. manufacturing plant with 700-amp electrical capacity, and an office area totaling up to 6,000 sq. ft. Buyer's proposed use of the Property shall be consistent with the development objectives of the City for similarly situated parcels within the same business park, except that, the foregoing notwithstanding, Seller agrees Buyer may put a loading dock and large overhead door facing east towards Zuehlke Drive subject to City staff approval of final site plans and elevations.

5. Governmental Approvals. Buyer's obligation to conclude this transaction is contingent upon Buyer receiving, at Buyer's sole expense (except as set forth below), no later than the Closing Date, from all applicable governmental (including the Seller) entities and agencies, any and all permits, approvals, easements, and licenses necessary or desirable, in Buyer's sole discretion and without any conditions objectionable to Buyer, for Buyer's development and proposed use of the Property, including but not limited to, building permits, site plan approvals, signage approvals, access approvals, rezoning of the Property to a zoning classification which permits Buyer's development and proposed use of the Property, and all other governmental and non-governmental approvals, consents, agreements, licenses, and permits. Seller agrees to assist, at no cost to Buyer, in Buyer's efforts to obtain the foregoing and to take such action as may be reasonably necessary therefor. All costs related to the rezoning of the Property to a zoning classification which permits Buyer's development and proposed use of the Property shall be paid by Seller.

6. Utilities. Seller represents and warrants that electricity, gas, sewer and water are available to the extent and at the location indicated on the attached Exhibit A.

7. Stormwater Detention/Retention Pond. Buyer's obligation to conclude this transaction is contingent upon Buyer purchasing from the City of Appleton all or part of Lot 10 (Tax Parcel No. 311536800), Zuehlke Drive, City of Appleton, Wisconsin, if deemed necessary for Buyer's installation of a stormwater detention/retention pond to address water displacement due to the Buyer's proposed use of the Property. Buyer and Seller agree to work in good faith to facilitate a fair and expeditious sale pursuant to this item, if necessary.

8. Environmental Warranty and Contingency.

A. Warranty. To the best of Seller's knowledge, there have been no acts or omissions committed by Seller or any other party relating to the Property (whether or not such acts or omissions were permitted by Seller) which may have constituted or resulted in the creation of a federal or state common law nuisance (whether or not the nuisance condition was foreseen by Seller) or which did not or may not have complied with federal and state environmental laws; the Property does not contain any asbestos or asbestos containing products; the Property has never been used as a dump or industrial waste disposal area; the Property is in compliance with all federal, state and local (including local sewerage district) laws, rules, regulations, ordinances, codes and orders governing, establishing, limiting or otherwise affecting the discharge or disposal of air pollutants, water pollutants, processed waste water or solid, hazardous or toxic wastes; there are no underground or aboveground storage tanks on the Property; there are no pending or threatened actions or proceedings against Seller or the Property with regard to the foregoing by the local municipality, the local sewerage district, the Wisconsin Dept. of Natural Resources, the U.S. Environmental Protection Agency or any other governmental entity, and there is no basis for any such action or proceeding; no solid or

hazardous waste has been disposed of or stored on the Property during any time that Seller owned the Property, any such wastes having been properly hauled from the Property; and Seller has no notice or knowledge of any solid, toxic or hazardous wastes having ever been disposed of or stored on the Property. Buyer's receipt of any environmental information, reports, audits or assessments of the Property will not reduce, release, discharge or in any way affect Seller's warranties and representations hereunder.

B. Contingency. Buyer's obligation to close this transaction is also contingent upon Buyer obtaining, no later than the Closing Date, at Buyer's expense, a current Phase I environmental audit of the Property by an environmental engineer satisfactory to Buyer, which audit shall indicate that no hazardous condition, material or substance, recognized environmental conditions or any other condition, whether material or immaterial, exist on, in or with respect to the Property, or any real estate adjacent to the Property. If such Phase I environmental report indicates that a Phase II investigation is necessary to ascertain or confirm whether a hazardous material, condition, substance or recognized environmental condition exists on, in or with respect to the Property, Buyer may, at Buyer's expense, perform such Phase II investigation, and the time to satisfy this contingency and the closing of this transaction shall be extended up to an additional sixty (60) days from the date Buyer received the Phase I environmental report.

9. Access and Cooperation. Buyer and Buyer's agents, representatives, and/or contractors shall have until the Closing an irrevocable right and license to enter upon the Property for the purpose of making surveys, inspections and performing any required tests, including any and all soil borings and soil testing, environmental testing, and the like, and for any other purpose reasonably related to Buyer's contemplated purchase, development, and use of the Property. Buyer shall, and shall request of its agents, representatives and contractors to, perform such work in a manner that does not unreasonably cause disturbance to the Property. Buyer shall not permit any liens to attach to the Property by reason of such activities.

10. Option to Purchase - Lot 3. Buyer's obligation to conclude this transaction is contingent upon Seller and Buyer executing, prior to or at Closing, a mutually acceptable Option to Purchase Agreement, whereby Seller shall grant Buyer an option to purchase Lot 3, Goodland Drive (Tax Parcel No. 311536100) located immediately adjacent to the Property for a period of three (3) years from the Closing of the purchase under this Contract. Such Option to Purchase Agreement shall be recorded in the office of the Outagamie County Register of Deeds following Closing, at Buyer's expense. The Option to Purchase Agreement shall include such terms and conditions which are normal and customary for agreements of such nature and shall, among other things, provide that the purchase price under the Option to Purchase shall be Fifty-three Thousand Eight Hundred Fifty Dollars (\$53,850.00) and Buyer shall pay an Option Fee of Five Hundred Thirty-Eight and 50/100 Dollars (\$538.50) per year to maintain the Option to Purchase.

Dated this ___ day of June, 2019.

BUYER:
VALLEY TOOL, INC.

By: 
Gary Tetzlaff, CEO/CFO

Dated this 20 day of June, 2019.

SELLER:
CITY OF APPLETON

By: _____
_____, its _____

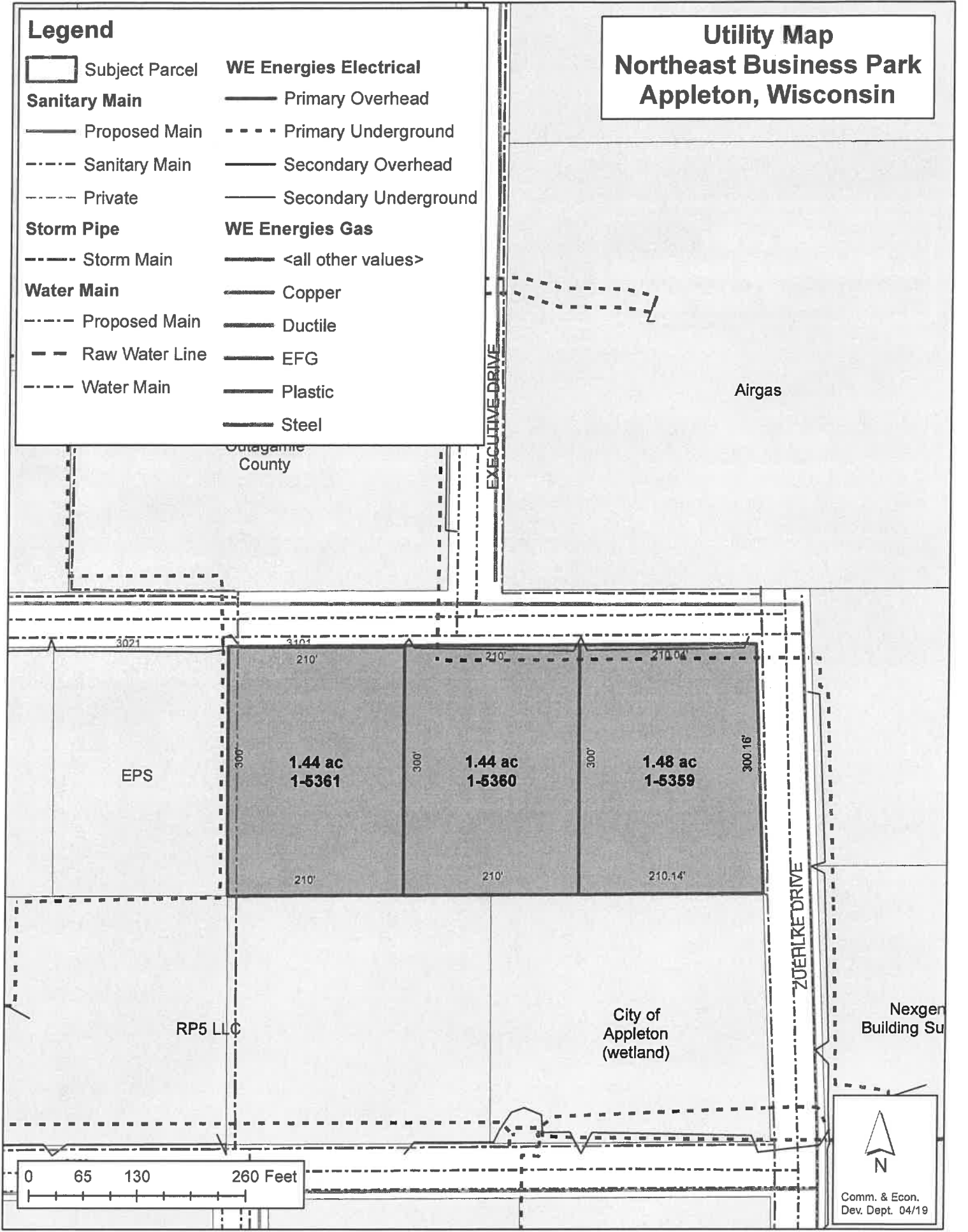
EXHIBIT A

UTILITIES

Legend

- | | | |
|-------------------|----------------------|-------------------------------|
| | Subject Parcel | WE Energies Electrical |
| | Sanitary Main | Primary Overhead |
| | Proposed Main | Primary Underground |
| | Sanitary Main | Secondary Overhead |
| | Private | Secondary Underground |
| Storm Pipe | Storm Pipe | WE Energies Gas |
| | Storm Main | <all other values> |
| Water Main | Water Main | Copper |
| | Proposed Main | Ductile |
| | Raw Water Line | EFG |
| | Water Main | Plastic |
| | | Steel |

Utility Map Northeast Business Park Appleton, Wisconsin



Comm. & Econ.
Dev. Dept. 04/19



MEMORANDUM

“...meeting community needs...enhancing quality of life.”

TO: Community & Economic Development Committee (CEDC)

FROM: Matt Rehbein, Economic Development Specialist

DATE: May 15, 2019

RE: Offer to Purchase – Lots 1, 2 & 3 Northeast Industrial Park Plat #4, Valley Tool, Inc. or its assigns

The City of Appleton received an Offer to Purchase from Valley Tool, Inc. or its assigns for Lots 1, 2 & 3 in the Northeast Industrial Park Plat Number 4, comprised of approximately 4.36 acres on April 16, 2019. Counter Offer #1 was submitted by the City on May 2, 2019, and the City received Counter Offer #2 on May 6, 2019.

Valley Tool, Inc. anticipates initially constructing a 10,000 square foot warehouse with loading dock and ability to expand to a facility consisting of the warehouse, a 10,000 - 15,000 sq. ft. manufacturing plant with 700-amp electrical capacity, and an office area totaling up to 6,000 sq. ft. Construction is anticipated to be complete by Fall 2019.

The Offer to Purchase is for \$160,000.00, which is \$36,697.25 per acre. The City is currently asking \$40,000 per acre. There are no real estate commissions requested for this transaction.

Counter Offer #2 re-affirms the items addressed in Counter Offer #1, adjusts dates for acceptance and closing, and requests a variance to the Deed Restrictions and Covenants to allow a loading dock and overhead door facing east towards Zuehlke Drive.

Staff has not received a site plan or elevation at the time of this memorandum. Based on prior conversations with the buyer, their intent is to build in phases, beginning on the northeast corner of the three lots and expanding to the east in future phases. Having two frontages further limits options for location of docks and doors. It is not unprecedented to have docks facing the road in other parts of the Northeast Industrial Park. Staff believes this is a reasonable request and recommends approval of the variance, with final details of location, screening, landscaping etc. to be approved administratively through the site plan process.

Staff Recommendation:

Staff shall submit the attached Counter Offer #3 to the Offer-To-Purchase for Lots 1, 2 & 3 in the Northeast Industrial Park, Plat 4 from Valley Tool, Inc., approving a variance to the Deed Restrictions and Covenants subject to staff approval of final site plans and elevations of east side **BE APPROVED**.

WB-44 COUNTER-OFFER

Counter-Offer No. 3 by (~~Buyer~~/Seller) **STRIKE ONE**

NOTE: Number this Counter-Offer sequentially, e.g. Counter-Offer No. 1 by Seller, Counter-Offer No. 2 by Buyer, etc.

1 The Offer to Purchase dated 04/16/2019 and signed by Buyer Valley Tool, Inc.
2 for purchase of real estate at Lots 1, 2, and 3 (Tax Parcel Nos. 311535900, 311536000, 311536100) on Goodland Drive
3 _____ is rejected and the following Counter-Offer is hereby made.

4 **CAUTION: This Counter-Offer does not include the terms or conditions in any other counter-offer or multiple**
5 **counter-proposal unless incorporated by reference.**

6 All terms and conditions remain the same as stated in the Offer to Purchase except the following: _____

7 Line 24 - Seller represents that the Property is zoned M-1.

8 Line 30 - Binding acceptance date is June 6, 2019 at 5:00 P.M. contingent upon Common Council approval of the terms
9 of the Offer and this Counter-Offer on June 5, 2019.

10 Line 70 - This transaction is to be closed no later than July 1, 2019.

11 Line 315 - Verification that the property is zoned M-1.

12 Line 338-342 are replaced with the following: Seller represents that electricity, gas, sewer and water are available to
13 the extent and at the location indicated on the attached Exhibit A.

14 _____

15 Addendum A

16 Item 1 - Seller's disclosure report to be provided within 10 days of acceptance.

17 Item 3 - Add: Buyer's proposed use of Property shall be consistent with the development objectives of the City for
18 similarly situated parcels within the same business park, except that, the foregoing notwithstanding, Seller agrees

19 Buyer may put a loading dock and large overhead door facing east towards Zuehlke Drive subject to City staff
20 approval of final site plans and elevations.

21 Item 5 - Buyer's obligation to conclude this transaction is contingent upon Buyer purchasing from Seller all or part of
22 Lot 10 (Tax Parcel No. 311536800), Zuehlke Drive, Appleton, Wisconsin if deemed necessary for Buyer's installation

23 of a stormwater detention/retention pond to address water displacement due to the Buyer's proposed use of the
24 Property. Buyer and Seller agree to work in good faith to facilitate a fair and expeditious sale pursuant to this item,

25 if necessary.

26 _____

27 _____

28 The attached _____ is/are made part of this Counter-Offer.

29 Any warranties, covenants and representations made in this Counter-Offer survive the closing of this transaction.

30 This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the
31 Party making the Counter-Offer on or before See Line 10 above

32 (Time is of the Essence). Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to
33 Purchase, unless otherwise provided in this Counter-Offer.

34 **NOTE: The Party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and delivery**
35 **as provided at lines 30-33.**

36 This Counter-Offer was drafted by Deputy City Atty Christopher R. Behrens on 05/16/2019
37 City of Appleton by: Licensee and Firm ▲ Date ▲

38 (x) _____ (x) _____
39 Signature of Party Making Counter-Offer ▲ Date ▲ Signature of Party Accepting Counter-Offer ▲ Date ▲

40 Print name ► Print name ►

41 (x) _____ (x) _____
42 Signature of Party Making Counter-Offer ▲ Date ▲ Signature of Party Accepting Counter-Offer ▲ Date ▲

43 Print name ► Print name ►

44 This Counter-Offer was presented by _____ on _____
45 Licensee and Firm ▲ Date ▲

46 This Counter-Offer is (rejected)(countered) **STRIKE ONE** (Party's Initials) _____ (Party's Initials) _____

47 **NOTE: Provisions from a previous Counter-Offer may be included by reproduction of the entire provision or**
48 **incorporation by reference. Provisions incorporated by reference may be indicated in the subsequent Counter-**
49 **Offer by specifying the number of the provision or the lines containing the provision. In transactions involving**
50 **more than one Counter-Offer, the Counter-Offer referred to should be clearly specified.**



MEMORANDUM

"...meeting community needs...enhancing quality of life."

TO: Community & Economic Development Committee (CEDC)

FROM: Matt Rehbein, Economic Development Specialist

DATE: April 19, 2019

RE: Offer to Purchase – Lots 1, 2 & 3 Northeast Industrial Park Plat #4, Valley Tool, Inc. or its assigns

The City of Appleton has received an Offer to Purchase from Valley Tool, Inc. or its assigns for Lots 1, 2 & 3 in the Northeast Industrial Park, Plat Number 4, comprised of approximately 4.36 acres.

Valley Tool, Inc. anticipates initially constructing a 10,000 square foot warehouse with loading dock and ability to expand to a facility consisting of the warehouse, a 10,000 - 15,000 sq. ft. manufacturing plant with 700-amp electrical capacity, and an office area totaling up to 6,000 sq. ft. Construction is anticipated to be complete by Fall 2019.

The Offer to Purchase is for \$160,000.00, which is \$36,697.25 per acre. The City is currently asking \$40,000.00 per acre. There are no real estate commissions requested for this transaction.

Staff recommends submitting a Counter Offer to Valley Tool, Inc. (draft attached) to reflect the following terms:

- Line 24 Zoning: Property is zoned M-1 Industrial Park District
- Line 30 Binding Acceptance: Assuming Council approves the Counter Offer on May 1, 2019, Buyer be given until May 3, 2019 at 5:00 p.m. to accept
- Line 315 Property is zoned M-1 Industrial Park District
- Line 338 Utilities: Electricity, gas, sewer and water are located in the street per the attached map

Addendum A

- 1) Disclosure Report: Seller shall provide a completed Seller's Disclosure Report within 10 days of acceptance.
- 3) Confirmation that the use as outlined in the Offer to Purchase is consistent with the development objectives of the City.
- 5) Buyer and Seller agree to work in good faith to negotiate a sale of all or portion of Lot 10 if deemed necessary for stormwater detention/retention.

Staff Recommendation:

Staff shall submit the attached Counter-Offer to the Offer-To-Purchase for Lots 1, 2 & 3 in the Northeast Industrial Park, Plat 4 from Valley Tool, Inc. **BE APPROVED.**

WB-13 VACANT LAND OFFER TO PURCHASE

Attorney
1 LICENSEE DRAFTING THIS OFFER ON April 16, 2019 [DATE] IS (AGENT OF BUYER)
2 (AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER) ~~STRIKE THOSE NOT APPLICABLE~~

3 **GENERAL PROVISIONS** The Buyer, Valley Tool, Inc. or its assigns
4

5 offers to purchase the Property
6 known as [Street Address] Lots 1, 2 and 3 (Tax Parcel Nos. 311535900, 311536000, 311536100), Goodland Drive
7 in the City of Appleton, County of Outagamie, Wisconsin (Insert
8 additional description, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525), on the following terms:

9 ■ PURCHASE PRICE: One Hundred Sixty Thousand
10 Dollars (\$ 160,000.00).

11 ■ EARNEST MONEY of \$ 2,000.00 accompanies this Offer and earnest money of \$ 2,000.00
12 will be mailed, or commercially or personally delivered within 7 days of acceptance to listing broker or
13 the title company to be used for title commitment.

14 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.

15 ■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the
16 date of this Offer not excluded at lines 18-19, and the following additional items:
17

18 ■ NOT INCLUDED IN PURCHASE PRICE: _____
19

20 CAUTION: Identify Fixtures that are on the Property (see lines 290-294) to be excluded by Seller or which are rented
21 and will continue to be owned by the lessor.

22 NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are
23 included/excluded. Annual crops are not part of the purchase price unless otherwise agreed.

24 ■ ZONING: Seller represents that the Property is zoned: Commercial

25 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
26 copies of the Offer.

27 CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines
28 running from acceptance provide adequate time for both binding acceptance and performance.

29 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on
30 or before April 26, 2019 at 5:00 P.M. CST. Seller may keep the Property on the
31 market and accept secondary offers after binding acceptance of this Offer.

32 CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.

33 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF THIS
34 OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A"
35 OR ARE LEFT BLANK.

36 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
37 written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 38-56.

38 (1) **Personal Delivery**: giving the document or written notice personally to the Party, or the Party's recipient for delivery if
39 named at line 40 or 41.

40 Seller's recipient for delivery (optional): Matthew Rehbein, Economic Development Specialist
41 Buyer's recipient for delivery (optional): Michael R. Demerath, Hager, Dewick & Zuengler, S.C.

42 (2) **Fax**: fax transmission of the document or written notice to the following telephone number:
43 Seller: (_____) Buyer: (_____) _____

44 (3) **Commercial Delivery**: depositing the document or written notice fees prepaid or charged to an account with a
45 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for
46 delivery to the Party's delivery address at line 49 or 50.

47 (4) **U.S. Mail**: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,
48 or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.

49 Delivery address for Seller: 100 N. Appleton Street, Appleton, WI, 54911
50 Delivery address for Buyer: 200 South Washington Street, Suite 200, Green Bay, WI, 54301

51 (5) **E-Mail**: electronically transmitting the document or written notice to the Party's e-mail address, if given below at line
52 55 or 56. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for
53 personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically
54 to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.

55 E-Mail address for Seller (optional): matthew.rehbein@appleton.org
56 E-Mail address for Buyer (optional): mdemerath@hdz-law.com

57 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
58 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

59 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this
 60 Offer at lines 458-464 or 526-534 or in an addendum attached per line 525. At time of Buyer's occupancy, Property shall be
 61 free of all debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left
 62 with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

63 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no
 64 notice or knowledge of Conditions Affecting the Property or Transaction (lines 163-187 and 246-278) ~~other than those~~
 65 ~~identified in the Seller's disclosure report dated _____, which was received by Buyer prior to~~
 66 ~~Buyer signing this Offer and which is made a part of this Offer by reference~~ **COMPLETE DATE OR STRIKE AS APPLICABLE**
 67 and See Addendum A

68 _____
 69 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

70 **CLOSING** This transaction is to be closed no later than May 31, 2019
 71 _____ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

72 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:
 73 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners association
 74 assessments, fuel and N/A

75 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

76 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

77 Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

78 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
 79 taxes are defined as general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE
 80 APPLIES IF NO BOX IS CHECKED)

81 Current assessment times current mill rate (current means as of the date of closing)

82 Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
 83 year, or current year if known, multiplied by current mill rate (current means as of the date of closing)

84 _____
 85 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**
 86 **substantially different than the amount used for proration especially in transactions involving new construction,**
 87 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor**
 88 **regarding possible tax changes.**

89 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
 90 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5
 91 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
 92 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
 93 and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.

94 **LEASED PROPERTY** ~~If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights~~
 95 ~~under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the~~
 96 ~~(written)-(oral) **STRIKE ONE** lease(s), if any, are Seller represents and warrants that the Property is~~
 97 ~~not leased _____ . Insert additional terms, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525.~~

98 **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days of acceptance of this Offer, a list of all
 99 federal, state, county, and local conservation, farmland, environmental, or other land use programs, agreements, restrictions,
 100 or conservation easements, which apply to any part of the Property (e.g., farmland preservation agreements, farmland
 101 preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest, Conservation Reserve
 102 Program, Wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with disclosure of any
 103 penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This contingency will be
 104 deemed satisfied unless Buyer delivers to Seller, within seven (7) days of Buyer's Actual Receipt of said list and disclosure, or
 105 the deadline for delivery, whichever is earlier, a notice terminating this Offer based upon the use restrictions, program
 106 requirements, and/or amount of any penalty, fee, charge, or payback obligation.

107 **CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such programs,**
 108 **as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program such that Seller**
 109 **incurs any costs, penalties, damages, or fees that are imposed because the program is not continued after sale. The**
 110 **Parties agree this provision survives closing.**

111 **MANAGED FOREST LAND:** All, or part, of the Property is managed forest land under the Managed Forest Law (MFL).
 112 This designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive program that
 113 encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders designating lands as
 114 managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the MFL program changes, the
 115 new owner must sign and file a report of the change of ownership on a form provided by the Department of Natural Resources
 116 and pay a fee. By filing this form, the new owner agrees to the associated MFL management plan and the MFL program rules.
 117 The DNR Division of Forestry monitors forest management plan compliance. Changes you make to property that is subject to
 118 an order designating it as managed forest land, or to its use, may jeopardize your benefits under the program or may cause
 119 the property to be withdrawn from the program and may result in the assessment of penalties. For more information call the
 120 local DNR forester or visit <http://www.dnr.state.wi.us>.

- 121 **FENCES:** Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares
 122 where one or both of the properties is used and occupied for farming or grazing purposes.
- 123 **CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and**
 124 **occupied for farming or grazing purposes.**
- 125 **USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that would be
 126 generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a
 127 non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. To obtain more
 128 information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's Equalization
 129 Section or visit <http://www.revenue.wi.gov/>.
- 130 **FARMLAND PRESERVATION:** Rezoning a property zoned farmland preservation to another use or the early termination of a
 131 farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to
 132 3 times the class 1 "use value" of the land. Contact the Wisconsin Department of Agriculture, Trade and Consumer Protection
 133 Division of Agricultural Resource Management or visit <http://www.datcp.state.wi.us/> for more information.
- 134 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S. Department
 135 of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant a protective
 136 cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent plus one-half of the cost of
 137 establishing permanent ground cover. Removing lands from the CRP in breach of a contract can be quite costly. For more
 138 information call the state Farm Service Agency office or visit <http://www.fsa.usda.gov/>.
- 139 **SHORELAND ZONING ORDINANCES:** All counties must adopt shoreland zoning ordinances that meet or are more
 140 restrictive than Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land
 141 within 1,000 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum
 142 standards for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface
 143 standards (that may be exceeded only if a mitigation plan is adopted) and repairs to nonconforming structures. Buyers must
 144 conform to any existing mitigation plans. For more information call the county zoning office or visit <http://www.dnr.state.wi.us/>.
 145 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning restrictions, if any.
- 146 **BUYER'S PRE-CLOSING WALK-THROUGH** Within 3 days prior to closing, at a reasonable time pre-approved by Seller or
 147 Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change
 148 in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects
 149 Seller has agreed to cure have been repaired in the manner agreed to by the Parties.
- 150 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** Seller shall maintain the Property until the earlier of
 151 closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary
 152 wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price,
 153 Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Offer. No later
 154 than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed
 155 such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer.
 156 Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any,
 157 relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on
 158 such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall
 159 be held in trust for the sole purpose of restoring the Property.
- 160 **DEFINITIONS**
- 161 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or
 162 written notice physically in the Party's possession, regardless of the method of delivery.
- 163 ■ **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are
 164 defined to include:
- 165 a. Proposed, planned or commenced public improvements or public construction projects which may result in special
 166 assessments or otherwise materially affect the Property or the present use of the Property.
- 167 b. Government agency or court order requiring repair, alteration or correction of any existing condition.
- 168 c. Land division or subdivision for which required state or local approvals were not obtained.
- 169 d. A portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
- 170 e. A portion of the Property being subject to, or in violation of, a farmland preservation agreement or in a certified farmland
 171 preservation zoning district (see lines 130-133), or enrolled in, or in violation of, a Forest Crop, Managed Forest (see lines
 172 111-120), Conservation Reserve (see lines 134-138), or comparable program.
- 173 f. Boundary or lot disputes, encroachments or encumbrances, a joint driveway or violation of fence laws (Wis. Stat. ch. 90)
 174 (where one or both of the properties is used and occupied for farming or grazing).
- 175 g. Material violations of environmental rules or other rules or agreements regulating the use of the Property.
- 176 h. Conditions constituting a significant health risk or safety hazard for occupants of the Property.
- 177 i. Underground storage tanks presently or previously on the Property for storage of flammable or combustible liquids,
 178 including, but not limited to, gasoline and heating oil.
- 179 j. A Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides,
 180 fertilizer, radon, radium in water supplies, lead or arsenic in soil, or other potentially hazardous or toxic substances on the
 181 premises.
- 182 k. Production of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 183 l. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the
 184 Property.
- 185 m. Defects in any well, including unsafe well water due to contaminants such as coliform, nitrates and atrazine, and out-of-
 186 service wells and cisterns required to be abandoned (Wis. Admin. Code § NR 812.26) but that are not closed/abandoned
 187 according to applicable regulations.
- 188 **(Definitions Continued on page 5)**

189 IF LINE 190 IS NOT MARKED OR IS MARKED N/A, LINES 230-236 APPLY.

190 **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain ~~a written~~ See Addendum A
191 ~~(INSERT LOAN PROGRAM OR SOURCE)~~ first mortgage
192 loan commitment as described below, within _____ days of acceptance of this Offer. The financing selected shall be in an
193 amount of not less than \$ _____ for a term of not less than _____ years, amortized over not less than _____ years.
194 Initial monthly payments of principal and interest shall not exceed \$ _____. Monthly payments may
195 also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance
196 premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination
197 fee in an amount not to exceed _____ % of the loan. If the purchase price under this Offer is modified, the financed amount,
198 unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the
199 monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

200 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 201 OR 202.**

201 **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____ %.

202 **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____ %. The initial interest
203 rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____ % per
204 year. The maximum interest rate during the mortgage term shall not exceed _____ %. Monthly payments of principal
205 and interest may be adjusted to reflect interest changes.

206 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 458-464 or
207 526-534 or in an addendum attached per line 525.

208 **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a
209 mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described
210 in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no
211 later than the deadline at line 192. Buyer and Seller agree that delivery of a copy of any written loan commitment to
212 Seller (even if subject to conditions) shall satisfy the Buyer's financing contingency if, after review of the loan
213 commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall
214 accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of
215 unacceptability.

216 **CAUTION:** The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide
217 the loan. BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN
218 COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS
219 ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.

220 **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment, Seller may terminate this
221 Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan
222 commitment.

223 **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already
224 delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of
225 same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is
226 named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this
227 transaction on the same terms set forth in this Offer and this Offer shall remain in full force and effect, with the time for closing
228 extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain
229 any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

230 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING:** Within 7 days of acceptance, a financial institution or third party
231 in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification,
232 sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering
233 written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing
234 contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands
235 and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an
236 appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

237 **APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised
238 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated
239 subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon
240 purchase price. This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to
241 Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon
242 purchase price, accompanied by a written notice of termination.

243 **CAUTION:** An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether
244 deadlines provide adequate time for performance.

245 **DEFINITIONS CONTINUED FROM PAGE 3**

- 246 n. Defects in any septic system or other sanitary disposal system on the Property or out-of-service septic systems not
 247 closed/abandoned according to applicable regulations.
- 248 o. Subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface
 249 foundations or waste material; organic or non-organic fill; dumpsites where pesticides, herbicides, fertilizer or other toxic
 250 or hazardous materials or containers for these materials were disposed of in violation of manufacturer's or government
 251 guidelines or other laws regulating said disposal; high groundwater; adverse soil conditions (e.g. low load bearing
 252 capacity, earth or soil movement, slides) or excessive rocks or rock formations.
- 253 p. Brownfields (abandoned, idled or under-used land which may be subject to environmental contamination) or other
 254 contaminated land, or soils contamination remediated under PECFA, the Department of Natural Resources (DNR)
 255 Remediation and Redevelopment Program, the Agricultural Chemical Cleanup Program or other similar program.
- 256 q. Lack of legal vehicular access to the Property from public roads.
- 257 r. Homeowners' associations, common areas shared or co-owned with others, zoning violations or nonconforming uses,
 258 conservation easements, restrictive covenants, rights-of-way, easements, easement maintenance agreements, or use of
 259 a part of Property by non-owners, other than recorded utility easements.
- 260 s. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to
 261 impose assessments against the real property located within the district.
- 262 t. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- 263 u. Property tax increases, other than normal annual increases; completed or pending property tax reassessment of the
 264 Property, or proposed or pending special assessments.
- 265 v. Burial sites, archeological artifacts, mineral rights, orchards or endangered species.
- 266 w. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 267 x. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 268 y. Significant odor, noise, water intrusion or other irritants emanating from neighboring property.
- 269 z. Substantial crop damage from disease, insects, soil contamination, wildlife or other causes; diseased trees; or substantial
 270 injuries or disease in livestock on the Property or neighboring properties.
- 271 aa. Existing or abandoned manure storage facilities on the Property.
- 272 bb. Impact fees, or other conditions or occurrences that would significantly increase development costs or reduce the value of
 273 the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- 274 cc. The Property is subject to a mitigation plan required by DNR rules related to county shoreland zoning ordinances that
 275 obligates the owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county
 276 (see lines 139-145).

277 dd. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion
 278 charge or the payment of a use-value conversion charge has been deferred.

279 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding
 280 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day.
 281 Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under
 282 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive
 283 registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the
 284 occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours
 285 per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as
 286 closing, expire at midnight of that day.

287 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
 288 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
 289 significantly shorten or adversely affect the expected normal life of the premises.

290 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land so as to be
 291 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage
 292 to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including, but not limited
 293 to, all: perennial crops; garden bulbs; plants; shrubs and trees and fences; storage buildings on permanent foundations and
 294 docks/piers on permanent foundations.

295 **CAUTION: Exclude any Fixtures to be retained by Seller or which are rented on lines 18-19.**

296 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.

297 **PROPERTY DEVELOPMENT WARNING** If Buyer contemplates developing Property for a use other than the current use,
 298 there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and
 299 zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or
 300 uses and therefore should be reviewed. Building permits, zoning variances, Architectural Control Committee approvals,
 301 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits,
 302 subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of
 303 development of, or a particular use for, a property. Optional contingencies which allow Buyer to investigate certain of these
 304 issues can be found at lines 306-350 and Buyer may add contingencies as needed in addenda (see line 525). Buyer should
 305 review any plans for development or use changes to determine what issues should be addressed in these contingencies.

306 **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: See Addendum A

307
308
309 [insert proposed use and type and size of building, if applicable; e.g. three bedroom single family home]. The optional
310 provisions checked on lines 314-345 shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers
311 written notice to Seller specifying those items which cannot be satisfied and written evidence substantiating why each specific
312 item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller
313 agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 314-350.

314 **ZONING CLASSIFICATION CONFIRMATION:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's)
315 **[STRIKE ONE]** ("Buyer's" if neither is stricken) expense, verification that the Property is zoned Commercial
316 and that the Property's zoning allows the Buyer's proposed use described at lines 306-308.

317 **SUBSOILS:** This offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **[STRIKE ONE]** ("Buyer's" if neither
318 is stricken) expense, written evidence from a qualified soils expert that the Property is free of any subsoil condition which
319 would make the proposed use described at lines 306-308 impossible or significantly increase the costs of such
320 development.

321 **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** This Offer is contingent
322 upon Buyer obtaining, at (Buyer's) (Seller's) **[STRIKE ONE]** ("Buyer's" if neither is stricken) expense, written evidence from
323 a certified soils tester that (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must
324 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of the
325 Property as stated on lines 306-308. The POWTS (septic system) allowed by the written evidence must be one of
326 the following POWTS that is approved by the State for use with the type of property identified at lines 306-308 **CHECK**

327 **[ALL THAT APPLY]:** conventional in-ground; mound; at grade; in-ground pressure distribution; holding tank;
328 other:

329 **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **[STRIKE**
330 **ONE]** ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and restrictions
331 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
332 significantly delay or increase the costs of the proposed use or development identified at lines 306-308.

333 **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **[STRIKE ONE]** ("Buyer's" if
334 neither is stricken) expense, permits, approvals and licenses, as appropriate, or the final discretionary action by the
335 granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's
336 proposed use: See Addendum A

337
338 **UTILITIES:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **[STRIKE ONE]** ("Buyer's" if neither
339 is stricken) expense, written verification of the following utility connections at the listed locations (e.g., on the Property, at
340 the lot line, across the street, etc.) **[CHECK AND COMPLETE AS APPLICABLE]:** electricity to lot line _____ ;
341 gas to lot line _____ ; sewer to lot line _____ ; water to lot line _____ ;
342 telephone to lot line _____ ; cable to lot line _____ ; other _____

343 **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **[STRIKE ONE]**
344 ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public
345 roads. ** except as noted on Addendum A

346 **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **[STRIKE ONE]** ("Buyer's" if
347 neither is stricken) expense, a rezoning; conditional use permit; license; variance; building permit;
348 occupancy permit; other See Addendum A **[CHECK ALL THAT APPLY]**, and delivering
349 written notice to Seller if the item cannot be obtained, all within _____ days of acceptance for the Property for its proposed
350 use described at lines 306-308. *** prior to the Closing Date

351 **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **[STRIKE ONE]** ("Seller
352 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by a
353 registered land surveyor, within _____ days of acceptance, at (Buyer's) (Seller's) **[STRIKE ONE]** ("Seller's" if neither is stricken)
354 expense. The map shall show minimum of _____ acres, maximum of _____ acres, the legal description of the
355 Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements,
356 if any, and:

357 **[STRIKE AND COMPLETE AS APPLICABLE]** Additional map features which may be added include, but are not limited to:
358 staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square
359 footage; easements or rights-of-way. **CAUTION: Consider the cost and the need for map features before selecting them.**
360 **Also consider the time required to obtain the map when setting the deadline.** This contingency shall be deemed satisfied
361 unless Buyer, within five days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for delivery of said map,
362 delivers to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information
363 materially inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency.
364 Upon delivery of Buyer's notice, this Offer shall be null and void.

365 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, total square footage, acreage
366 figures, or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of
367 rounding, formulas used or other reasons, unless verified by survey or other means.

368 **CAUTION: Buyer should verify land dimensions, total square footage/acreage figures and allocation of acreage**
369 **information if material to Buyer's decision to purchase.**

370 **EARNEST MONEY**

371 ■ **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker
372 (Buyer's agent if Property is not listed or Seller's account if no broker is involved), until applied to the purchase price or
373 otherwise disbursed as provided in the Offer.

374 **CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the**
375 **Parties or an attorney. If someone other than Buyer makes payment of earnest money, consider a special**
376 **disbursement agreement.**

377 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after
378 clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money.
379 At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest
380 money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said
381 disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse
382 the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
383 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4)
384 any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an
385 interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to
386 exceed \$250, prior to disbursement.

387 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in
388 relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to
389 disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or
390 Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement.
391 Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4
392 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their
393 legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith
394 disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing
395 regulations concerning earnest money. See Wis. Admin. Code Ch. RL 18.

396 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the
397 Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as
398 defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple
399 listing service sold databases; and (iii) provide active listing, pending sale, closed sale and financing concession information
400 and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers
401 researching comparable sales, market conditions and listings, upon inquiry.

402 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons
403 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at
404 <http://www.widocoffenders.org> or by telephone at (608) 240-5830.

405 **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery
406 of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior
407 to any deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers.
408 Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice
409 that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days after acceptance of this Offer. All
410 other Offer deadlines which are run from acceptance shall run from the time this Offer becomes primary.

411 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
412 occupancy; (4) date of closing; (5) contingency Deadlines ~~STRIKE AS APPLICABLE~~ and all other dates and Deadlines in this
413 Offer except: _____

414 If "Time is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of
415 contract. If "Time is of the Essence" does not apply to a date or Deadline, then performance within a reasonable time of the
416 date or Deadline is allowed before a breach occurs.

417 **TITLE EVIDENCE**

418 **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
419 (or trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
420 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
421 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
422 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report and
423 in this Offer, general taxes levied in the year of closing and N/A _____
424 _____
425 _____
426 _____

427 which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents
428 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

429 **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the
430 purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all
431 costs of providing title evidence to Buyer. Buyer shall pay all costs of providing title evidence required by Buyer's lender.

432 **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)-~~Buyer's~~ ~~STRIKE~~
433 ~~ONE~~ ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the
434 effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy
435 exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap
436 coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 442-449).

437 **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title
438 insurance commitment is delivered to Buyer's attorney or Buyer not more than 15 days after acceptance ("15" if left blank),
439 showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per
440 lines 418-427, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements
441 and exceptions, as appropriate.

442 **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
443 objections to title within 10 days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
444 such event, Seller shall have a reasonable time, but not exceeding 5 days ("5" if left blank) from Buyer's delivery of the
445 notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for
446 closing. In the event that Seller is unable to remove said objections, Buyer may deliver to Seller written notice waiving the
447 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver
448 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not
449 extinguish Seller's obligations to give merchantable title to Buyer.

450 **SPECIAL ASSESSMENTS:** Special assessments, if any, levied or for work actually commenced prior to the date of this
451 Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

452 **CAUTION:** Consider a special agreement if area assessments, property owners association assessments, special
453 charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are
454 one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)
455 relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all
456 sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact
457 fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).

458 **ADDITIONAL PROVISIONS/CONTINGENCIES** _____
459 _____
460 _____
461 _____
462 _____
463 _____
464 _____

465 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and
466 conditions of this Offer. A material failure to perform any obligation under this Offer is a default which may subject the
467 defaulting party to liability for damages or other legal remedies.

468 If **Buyer defaults**, Seller may:

469 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
470 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for
471 actual damages.

472 If **Seller defaults**, Buyer may:

473 (1) sue for specific performance; or
474 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

475 In addition, the Parties may seek any other remedies available in law or equity.

476 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the
477 discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution
478 instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of
479 law those disputes covered by the arbitration agreement.

480 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD**
481 **READ THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS**
482 **OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL**
483 **RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE**
484 **CONSULTED IF LEGAL ADVICE IS NEEDED.**

485 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller
486 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and
487 inures to the benefit of the Parties to this Offer and their successors in interest.

488 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a part of
489 this Offer. An "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the
490 Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source,
491 which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or building
492 materials from the Property and the laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors,
493 testers and appraisers reasonable access to the Property upon advance notice, if necessary to satisfy the contingencies in
494 this Offer. Buyer and licensees may be present at all inspections and testing. Except as otherwise provided, Seller's
495 authorization for inspections does not authorize Buyer to conduct testing of the Property.

496 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the**
497 **test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other**
498 **material terms of the contingency.**

499 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed
500 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller.
501 Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported
502 to the Wisconsin Department of Natural Resources.

503 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 488-502). This Offer
504 is contingent upon a qualified independent inspector(s) conducting an inspection(s), of the Property which discloses no
505 Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing
506 an inspection of _____

507 (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects. Buyer shall order the
508 inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a
509 written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 513.
510 Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.

511 **CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as
512 well as any follow-up inspection(s).**

513 This contingency shall be deemed satisfied unless Buyer, within 25 days of acceptance, delivers to Seller a copy of the written
514 inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

515 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

516 For the purposes of this contingency, Defects (see lines 287-289) do not include conditions the nature and extent of which the
517 Buyer had actual knowledge or written notice before signing this Offer.

518 **RIGHT TO CURE:** Seller (shall)(shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have a right to cure the Defects. If
519 Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of
520 Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects, (2) curing the Defects in a good and
521 workmanlike manner and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This
522 Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1)
523 Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure
524 or (b) Seller does not timely deliver the written notice of election to cure.

525 **ADDENDA:** The attached Addendum A is/are made part of this Offer.

526 **ADDITIONAL PROVISIONS/CONTINGENCIES** _____
527 _____
528 _____
529 _____
530 _____
531 _____
532 _____
533 _____
534 _____

535 This Offer was drafted by [Licensee and Firm] Attorney Michael R. Demerath

536 Hager, Dewick & Zuengler, S.C. on April 16, 2019

537 (x) By: Valley Tool, Inc. Mary Tetzlaff, CEO/CFD Gary Tetzlaff 4/16/2019

538 Buyer's Signature ▲ Print Name Here ▶ Gary Tetzlaff, CEO/CFD Date ▲

539 (x) _____ Date ▲

540 Buyer's Signature ▲ Print Name Here ▶ _____ Date ▲

541 **EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.

542 _____ Broker (By) _____

543 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER
544 SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON
545 THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.**

City of Appleton

546 (x) By: _____ Date ▲

547 Seller's Signature ▲ Print Name Here ▶ _____ Date ▲

548 (x) _____ Date ▲

549 Seller's Signature ▲ Print Name Here ▶ _____ Date ▲

550 This Offer was presented to Seller by [Licensee and Firm] _____

551 _____ on _____ at _____ a.m./p.m.

552 This Offer is rejected _____ This Offer is countered [See attached counter] _____

553 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

ADDENDUM A TO VACANT LAND OFFER TO PURCHASE

SELLER: CITY OF APPLETON

BUYER: VALLEY TOOL, INC.

The following terms and conditions shall be a part of the WB-13 Vacant Land Offer to Purchase (the "Offer") dated April 16, 2019, by and between Valley Tool, Inc. and/or Assigns (collectively, the "Buyer") and City of Appleton (the "Seller") for the real estate located at Lots 1, 2 and 3 on Goodland Drive (Tax Parcel Nos. 311535900, 311536000, and 311536100), City of Appleton, Outagamie County, Wisconsin (the "Property"). The Offer and this Addendum are hereinafter together referred to as the "Contract." In the event of any conflict between the provisions of this Addendum and the Offer, the provisions of this Addendum shall control.

1. Disclosure Report. Seller shall provide Buyer a completed Seller's Disclosure Report within 5 days of acceptance. Buyer's obligation to close this transaction is contingent upon such Disclosure Report being acceptable to Buyer, in Buyer's sole discretion.

2. Financing Contingency. Buyer's obligation to close this transaction is contingent upon Buyer obtaining, on or prior to the date of expiration of the Closing Date, a written loan commitment for the purchase of and construction on the Property from a lending institution of Buyer's choice in an amount and with such terms and conditions acceptable to Buyer, within Buyer's sole discretion.

3. Proposed Use. Buyer is purchasing the Property for the purpose of initially constructing a 10,000 sq. ft. warehouse with loading dock and the ability to expand to a facility consisting of the warehouse, a 10,000 to 15,000 sq.ft. manufacturing plant with 700-amp electrical capacity, and an office area totaling up to 6,000 sq. ft.

4. Governmental Approvals. Buyer's obligation to conclude this transaction is contingent upon Buyer receiving, at Buyer's sole expense (except as set forth below), no later than the Closing Date, from all applicable governmental (including the Seller) entities and agencies, any and all permits, approvals, easements, and licenses necessary or desirable, in Buyer's sole discretion and without any conditions objectionable to Buyer, for Buyer's development and proposed use of the Property, including but not limited to, building permits, site plan approvals, signage approvals, access approvals, rezoning of the Property to a zoning classification which permits Buyer's development and proposed use of the Property, and all other governmental and non-governmental approvals, consents, agreements, licenses, and permits. Seller agrees to assist, at no cost to Buyer, in Buyer's efforts to obtain the foregoing and to take such action as may be reasonably necessary

therefor. All costs related to the rezoning of the Property to a zoning classification which permits Buyer's development and proposed use of the Property shall be paid by Seller.

5. Stormwater Detention/Retention Pond. Buyer's obligation to conclude this transaction is contingent upon Buyer receiving a variance or easement from or entering into another agreement with the City of Appleton for the installation of a stormwater detention/retention pond located on Lot 10 (Tax Parcel No. 311536800), Zuehlke Drive, City of Appleton, Wisconsin, if said pond is or becomes necessary for water displacement due to Buyer's proposed use of the Property.

6. Environmental Warranty and Contingency.

A. Warranty. To the best of Seller's knowledge, there have been no acts or omissions committed by Seller or any other party relating to the Property (whether or not such acts or omissions were permitted by Seller) which may have constituted or resulted in the creation of a federal or state common law nuisance (whether or not the nuisance condition was foreseen by Seller) or which did not or may not have complied with federal and state environmental laws; the Property does not contain any asbestos or asbestos containing products; the Property has never been used as a dump or industrial waste disposal area; the Property is in compliance with all federal, state and local (including local sewerage district) laws, rules, regulations, ordinances, codes and orders governing, establishing, limiting or otherwise affecting the discharge or disposal of air pollutants, water pollutants, processed waste water or solid, hazardous or toxic wastes; there are no underground or aboveground storage tanks on the Property; there are no pending or threatened actions or proceedings against Seller or the Property with regard to the foregoing by the local municipality, the local sewerage district, the Wisconsin Dept. of Natural Resources, the U.S. Environmental Protection Agency or any other governmental entity, and there is no basis for any such action or proceeding; no solid or hazardous waste has been disposed of or stored on the Property during any time that Seller owned the Property, any such wastes having been properly hauled from the Property; and Seller has no notice or knowledge of any solid, toxic or hazardous wastes having ever been disposed of or stored on the Property. Buyer's receipt of any environmental information, reports, audits or assessments of the Property will not reduce, release, discharge or in any way affect Seller's warranties and representations hereunder.

B. Contingency. Buyer's obligation to close this transaction is also contingent upon Buyer obtaining, no later than the Closing Date, at Buyer's expense, a current Phase I environmental audit of the Property by an environmental engineer satisfactory to Buyer, which audit shall indicate that no hazardous condition, material or substance, recognized environmental conditions or any other condition, whether material or immaterial, exist on, in or with respect to the Property, or any real estate adjacent to the Property. If such Phase I environmental

report indicates that a Phase II investigation is necessary to ascertain or confirm whether a hazardous material, condition, substance or recognized environmental condition exists on, in or with respect to the Property, Buyer may, at Buyer's expense, perform such Phase II investigation, and the time to satisfy this contingency and the closing of this transaction shall be extended up to an additional sixty (60) days from the date Buyer received the Phase I environmental report.

7. Access and Cooperation. Buyer and Buyer's agents, representatives, and/or contractors shall have until the closing an irrevocable right and license to enter upon the Property for the purpose of making surveys, inspections and performing any required tests, including any and all soil borings and soil testing, environmental testing, and the like, and for any other purpose reasonably related to Buyer's contemplated purchase, development, and use of the Property. Buyer shall, and shall request of its agents, representatives and contractors to, perform such work in a manner that does not unreasonably cause disturbance to the Property. Buyer shall not permit any liens to attach to the Property by reason of such activities.

Dated this 16th day of April, 2019.

BUYER:
VALLEY TOOL, INC.

By: *Gary Tetzlaff* CEO/CFO
Gary Tetzlaff, CEO/CFO

SELLER:
CITY OF APPLETON

By: _____
_____, its _____

WB-44 COUNTER-OFFER
Counter-Offer No. 1 by (~~Buyer~~/Seller) [STRIKE ONE]

1 The Offer to Purchase dated 04/16/2019 and signed by Buyer, Valley Tool, Inc. by Gary Tezlaff, CEO/CFO,
2 for purchase of real estate at Lots 1,2 and 3 (Tax Parcel Nos. 311535900, 311536000, 311536100) on Goodland Drive is
3 rejected and the following Counter-Offer is hereby made. All terms and conditions remain the same as stated in the Offer to
4 Purchase except the following: [CAUTION: This Counter-Offer does not include the terms or conditions in any other
5 counter-offer unless incorporated by reference.]

6 Line 24 - Seller represents that the Property is zoned M-1.
7 Line 30 - Binding acceptance date is May 3, 2019 at 5:00 p.m. contingent upon Common Council approval of the terms of the Offer and this Counter-Offer on May 1, 2019.
8 Line 315 - verification that the Property is zoned M-1.
9 Lines 338-342 are replaced with the following: Seller represents that electricity, gas, sewer and water are available to the extent and at the location indicated on the attached Exhibit A.

10 _____
11 Addendum A
12 Item 1 - Seller's Disclosure Report to be provided within 10 days of acceptance.
13 Item 3 - Add: Buyer's proposed use of Property shall be consistent with the development objectives of the City for similarly situated parcels within the same business park.
14 Item 5 - Buyer's obligation to conclude this transaction is contingent upon Buyer purchasing from Seller all or part of Lot 10 (Tax Parcel No. 311536800), Zuehlke Drive, Appleton, WI
15 if deemed necessary for Buyer's installation of a stormwater detention/retention pond to address water displacement due to Buyer's proposed use of the Property. Buyer
16 and Seller agree to work in good faith to facilitate a fair and expeditious sale pursuant to this item, if necessary.

17 _____
18 _____
19 _____
20 _____
21 _____
22 _____
23 _____
24 _____
25 _____
26 _____
27 _____
28 _____
29 _____
30 _____
31 _____

32 ANY WARRANTIES AND REPRESENTATIONS MADE IN THIS COUNTER-OFFER SURVIVE THE CLOSING OF THIS TRANSACTION.
33 This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the Party making
34 the Counter-Offer on or before 10 days from date of receipt of this Counter Offer (Time is of the Essence).
35 Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to Purchase, unless otherwise provided
36 in this Counter-Offer. **NOTE: The Party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and**
37 **delivery as provided at lines 33 to 36.**

38 This Counter-Offer was drafted by Christopher R. Behrens, Deputy City Attorney on 04-19-2019

39 _____ Licensee and Firm ▲ _____ Date ▲

40 _____
41 Signature of Party Making Counter-Offer ▲ Date ▲ Signature of Party Making Counter-Offer ▲ Date ▲

42 _____

43 Signature of Party Accepting Counter-Offer ▲ Date ▲ Signature of Party Accepting Counter-Offer ▲ Date ▲

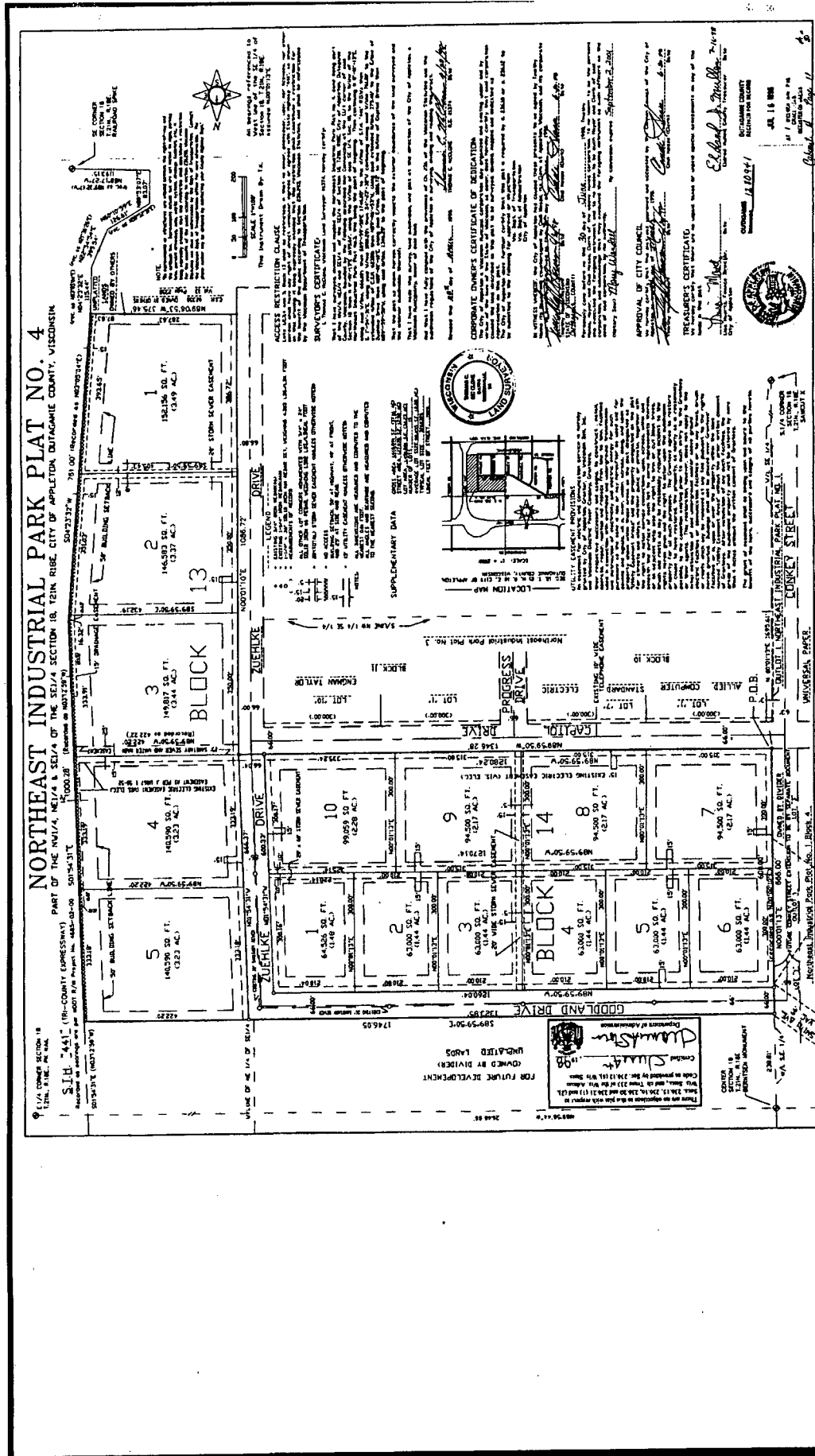
44 This Counter-Offer was presented by _____ on _____

45 _____ Licensee and Firm ▲ _____ Date ▲

46 This Counter-Offer is (~~rejected~~) (~~countered~~) [STRIKE ONE] (Party's Initials) _____ (Party's Initials) _____

47 Note: Provisions from a previous Counter-Offer may be included by reproduction of the entire provision or incorporation by reference.
48 Provisions incorporated by reference may be indicated in subsequent Counter-Offer by specifying the number of the provision or the
49 lines containing the provision. In transactions involving more than one Counter-Offer, the Counter-Offer referred to should be clearly
50 specified. **NOTE: Number this Counter-Offer sequentially, e.g. Counter-Offer No.1 by Seller, Counter-Offer No.2 by Buyer, etc.**

51 ATTACH THIS COUNTER-OFFER TO THE OFFER TO PURCHASE - INSERT SOCIAL SECURITY NUMBERS OR FEIN



J 19086 1 34

1215803

Document Number

**DECLARATION OF COVENANTS
AND RESTRICTIONS**
Document Title

**OUTAGAME COUNTY
RECEIVED FOR RECORD**

JAN 22 1987

**AT 2 O'CLOCK PM
GRACE HERB
REGISTER OF DEEDS**

Recording Area

Name and Return Address
David M. Sanders, Esq.
Reinhart, Boerner, et al.
P.O. Box 92900
Milwaukee, WI 53202-0900

Parcel Identification Number (PIN)

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DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION is dated as of July 19, 1996 by the City of Appleton, a municipal corporation.

RECITALS

A. The City of Appleton (the "City") conveyed the real estate described on Exhibit A attached hereto (the "Guardian Parcel") to the Guardian Life Insurance Company of America ("Guardian").

B. In connection with the conveyance of the Guardian Parcel, the City granted Guardian an option to purchase two additional parcels of real estate described on Exhibit B (the "Option Parcel") and Exhibit C (the "Restricted Parcel") attached hereto.

C. Guardian has agreed to terminate its option to purchase the Restricted Parcel and in consideration of such termination, the City has agreed to subject the Restricted Parcel to the covenants and restrictions set forth below.

NOW, THEREFORE, the City, pursuant to Resolution of the Common Counsel of the City of Appleton, duly adopted on February 7, 1996, hereby declares that the real property described on Exhibit C attached hereto and defined above as the "Restricted Parcel" is and shall be held, used, transferred, sold and conveyed subject to the following conditions, restrictions and covenants (the "Restrictions"):

1. Restrictions on Use. The Restricted Parcel shall be developed and used solely for commercial office and/or warehouse distribution purposes and for no other purposes.
2. Restrictions on Construction. Any and all improvements constructed on the Restricted Parcel shall be constructed in accordance with City zoning ordinances which permit commercial office and/or warehouse distribution uses, without any variance from the building standards contained in such zoning ordinances.
3. Successors and Assigns; Runs with the Land. The Restrictions shall inure to the benefit of the owner of the Guardian Parcel and the Option Parcel and the holder of an option to purchase any portion of the Option Parcel (collectively the "Benefited Owners") and shall be binding upon the City and its successors in title

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to the Restricted Parcel, it being the intent of the City that the Restrictions shall be "covenants running with the land."

4. Amendment. This Declaration and the Restrictions shall not be modified or amended except in a writing signed by all of the Benefited Owners and the City.

5. No Waiver. No waiver or acquiescence in or consent to any breach of the Restrictions shall be construed as, or constitute a waiver of, acquiescence in or consent to any further or succeeding breach of the Restrictions.

6. Cost of Enforcement. If any Benefited Owner prevails in any action to enforce the Restrictions, such Benefited Owner shall be entitled to recover, as part of its costs, reasonable attorney's fees.

7. Severability. If any of the terms of this Declaration shall, to any extent, be invalid or unenforceable under applicable law, the remaining terms shall not be affected and shall be enforceable to the fullest extent permitted by applicable law.

THE CITY OF APPLETON, a municipal corporation

BY

Richard D. Brown
Its MAYOR

Attest

Cindi Hesse
Its CITY CLERK

J 19086 | 37.

State of Wisconsin)
Outagamie : SS
Milwaukee County)

This instrument was acknowledged before me on July 25, 1996
by Richard DeBrox and Cindi Heese, as
Mayor and City Clerk
respectively of the City of Appleton.



Mary Wendell
(
Notary Public, State of Wisconsin
My commission MARY WENDELL
Notary Public, State of Wisconsin
My commission Expires Sept. 7, 1997

This instrument was drafted by, and after recording should be returned

to:

David M. Sanders, Esq.
Reinhart, Boerner, Van Deuren,
Norris & Rieselbach, s.c.
P.O. Box 92900
Milwaukee, WI 53202-0900

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Exhibit A

Legal Description of the Guardian Parcel

Part of Lot 1, Block 1, of the Northeast Industrial Park Plat No. 1 and Part of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, and the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 18, Township 21 North, Range 18 East, City of Appleton, Outagamie County, Wisconsin, more fully described as follows:

Commencing at the West $\frac{1}{4}$ corner of said Section 18; thence South 88 degrees 20 minutes 30 seconds East, along the east-west $\frac{1}{4}$ line, 40.02 feet to the point of beginning; thence North 06°48'34" East, along the easterly line of Ballard Road (C.T.H. "E"), 303.40 feet; thence South 88 degrees 53 minutes 59 seconds East, along said easterly line, 10.00 feet; thence North 02 degrees 50 minutes 18 seconds East, along said easterly line, 534.03 feet; thence North 38 degrees 49 minutes 31 seconds East, along the easterly line of said Ballard Road and the southerly line of U.S.H. "41", a distance of 114.63 feet; thence North 70 degrees 31 minutes 35 seconds East, along the southerly line of said U.S.H. "41", a distance of 438.44 feet; thence North 79 degrees 34 minutes 57 seconds East, along said southerly line, 203.59 feet; thence North 88 degrees 55 minutes 59 seconds East, along said southerly line, 870.74 feet; thence South 01 degree 07 minutes 42 seconds East, 1393.62 feet to a point on the northerly line of Capitol Drive and the southerly line of Lot 1, Block 1 of the Northeast Industrial Park Plat No. 1; thence North 55 degrees 08 minutes 30 seconds West, along the northerly line of Capitol Drive, 83.27 feet; thence along the arc of a curve to the left, in said northerly line, 627.54 feet, which has a radius of 1083.00 feet, a central angle of 33 degrees 12 minutes 00 seconds, a chord of 618.80 feet that bears North 71 degrees 44 minutes 30 seconds West to a point of tangency on the east-west $\frac{1}{4}$ line; thence North 88 degrees 20 minutes 30 seconds West, along said east-west $\frac{1}{4}$ line, 1000.29 feet to the point of beginning.

J 19086 | 39

EXHIBIT B

Legal Description of the Option Parcel

Lots 3 and 4 according to CERTIFIED SURVEY MAP NO. 514 filed in Volume 3 of Certified Survey Maps on Page 514 as Document No. 952763; being a part of Blocks 1, 2, 3 and 4 and vacated street in the Northeast

Industrial Park Plat No. 1 and part of the North West 1/4 of the South West 1/4 and also lands in part of the South 1/2 of the North West 1/4 of Section 18, T21N, R18E, City of Appleton, Outagamie County, Wisconsin, excepting therefrom that portion of said Lot 1 heretofore conveyed to the State of Wisconsin, Department of Transportation by Deed recorded in Jacket 16927 Images 1-2.

J 19086 | 40

EXHIBIT C

Legal Description of the Restricted Parcel

Part of the North West 1/4 and the North East 1/4 of the SOUTH EAST 1/4 of Section 18, T21N, R18E, City of Appleton, Outagamie County, Wisconsin, more fully described as follows: Commencing at the East 1/4 corner of said Section; thence North 89 degrees 56 minutes 44 seconds west, along the East-West 1/4 line, 908.90 feet; thence South 01 degree 54 minutes 31 seconds east, along the West line of the Tri-County Expressway, 903.75 feet; thence north 89 degrees 59 minutes 50 seconds west, 324.05 feet to the point of beginning; thence continuing north 89 degrees 59 minutes 50 seconds west, 1444.17 feet to the East line of the Northeast Industrial Park Plat; thence north 00 degrees 00 minutes 10 seconds east, 904.81 feet to the Northeast corner of said plat and the center of Section 18; thence south 89 degrees 56 minutes 44 seconds east, along the East-West 1/4 line, 1138.49 feet; thence south 29 degrees 57 minutes 19 seconds east, 369.55 feet; thence south 11 degrees 43 minutes 28 seconds east, 596.06 feet to the point of beginning.

1283748

Document Number

DECLARATION OF DEED RESTRICTIONS

APPLICABLE TO ALL PROPERTIES SOLD IN THE NORTHEAST INDUSTRIAL PARK PLAT #4

As recorded on July 16, 1998 in the office of the Register of Deeds, Outagamie County, WI, as Document #1280941, Cabinet H. Page II.

This conveyance is made subject to the following conditions, covenants, and understandings which shall be binding upon the vendee and his/her heirs, successors, and assigns:

I. Setbacks:

A. *From Yard:* No building shall be constructed on the site nearer than forty (40) feet of the right-of-way of any public street or highway. In the case of corner lots, both forty (40) foot setbacks will apply.

B. *Side and Rear Yards:* Minimum side and rear yards shall be twenty-five (25) feet.

C. *State Highways:* A fifty (50) foot building setback shall be observed along U.S.H. 41 and U.S.H 441.

II. Land Use:

A. Permitted Uses

1. Manufacturing except for Block 14;
2. Research, development and testing laboratories except for Block 14;
3. Wholesaling, warehousing and distribution;
4. Office operations only if they are an integral part of and a necessary adjunct to a permitted use;
5. Retail sales of products manufactured on site and clearly an accessory use to the primary use of the site except for Block 14;
6. Other land uses may be considered for approval by the Community Development Committee if a determination is made that the project fits the development objectives of the City.

III. Building Standards

A. Any building erected shall be at least 5,000 square feet in area and occupy at least 10 percent of the land area.

B. Buildings shall be designed by an Architect or Engineer. No side, elevation or facade of a building or structure shall be unexposed to public view; consequently, all sides, elevations, or facades of all buildings and structures shall be visually pleasing and architecturally and aesthetically comparable with the surrounding environment.

C. The majority of exterior and externally visible opaque surfaces shall be constructed of not more than three of the following types of materials (provided, however, that such list shall not be deemed to exclude the use of other accent or exterior trim materials, glass and glazing, and earth berms):

1. Brick;

**OUTAGAMIE COUNTY
RECEIVED FOR RECORD**

AUG - 5 1998

**AT 10 O'CLOCK A.M. P.M.
GRACE HERB
REGISTER OF DEEDS**

Record and return to:
City of Appleton
City Attorney's Office
100 N. Appleton Street
Appleton, WI 54911-4799

ENVELOPE

6/18/00

Parcel Identification Number (PIN)

2. Architectural precast concrete panels (surface finish to be painted, stained or exposed aggregate);
 3. Decorative concrete block (for no more than 50% of the exterior building wall area);
 4. Cut stone;
 5. Exterior insulation and finish systems such as Drivit or Sunlar;
 6. Wood;
 7. Metal panels (permitted only for building expansion walls);
 8. Other building materials being developed and to be developed by the construction industry. The use of such materials will be reviewed by the Community Development Committee on a case-by-case basis. The Community Development Committee may assign this review of plans to the Economic Development Department.
- D. Building materials will be selected for their ability to present a visual statement of a building or structure's strength, attractiveness, and permanence. The building materials used shall be harmonious with the natural environment and with the general character of other buildings and structures in the Park.
- E. Metal trim materials may be used when in keeping with the architectural and aesthetic character of the building or structure.
- F. No loading dock shall face the street unless the site configuration is such that it is unavoidable. In that event, the Community Development Committee shall review and approve the location of the loading dock.
- G. Ancillary structures will be approved by the Community Development Committee. Approval may be granted only if such structures are necessary to the principal use of the building site, are in architectural and aesthetic conformance with other buildings or structures on the site, are properly screened, meet all requirements of these covenants and are otherwise satisfactory to the Community Development Committee at its sole discretion.

IV. *Landscaping:*

- A. *Landscape Plan:* The landscaping upon any building site or lot shall be carried out in accordance with a detailed landscaping plan which has been reviewed and approved in writing by the City's site plan review committee. The landscape plan shall include, but not be limited to, plant location, common and botanical names of plant material, planting size, root condition, and quantity of all plant material. The plan shall show all ground cover and mulch areas, landscape and construction materials, and construction details.
- B. *Landscaping Methods:* Landscaping may include grading, earth berms, seeding, sodding, raised planters, architectural decorative walls or fencing, trees and shrubs, ground cover and other landscape materials including permanent sprinkler systems, fountains, storm run-off retention ponds, reflective ponds, and landscape lighting.
- C. *Plant Material:* Selected plant material should provide for a variety of shade trees, evergreen trees, and shrubs, ornamental trees and shrubs and ground covers. Plant material selection shall take into consideration the following:
1. Disease and insect resistance;
 2. Hardiness to the area;
 3. The ability to provide seasonal interest;
 4. Future maintenance considerations;
 5. Ability of plant material to accomplish its intended purpose in each placement.

D. *Time for Completion:* All landscaping shall be completed within ninety (90) days following occupancy, or as soon thereafter as weather will allow if such period occurs within winter months.

E. *Maintenance:* The owner shall be responsible for maintaining all landscaping as approved on the original plan for his site and adjacent unpaved street rights-of-way. Any variation or changes to the landscape plan must be reviewed and approved in writing by the Department of Planning. Landscaped areas, materials, fixtures, and improvements shall be maintained by the owner of the building site, or by such owner's long-term lessee(s) in good condition at all times. Such maintenance shall include watering, mowing, trimming, pruning, spraying, fertilizing, repairing, replacement of dead plantings, planting, transplanting, dusting, treating, and other common landscape maintenance activities necessary to keep the building site landscaping in a healthy state of growth and visually attractive in appearance.

If the owner or the owner's assigns fail to maintain the landscaping and site per the approved landscaping plan in this section, the City of Appleton or its Agent has the right to enter the site and conduct such maintenance and to seek full reimbursement.

V. *Parking, Loading*

Off-street parking and loading areas shall be provided on each building site and shall be of sufficient size to accommodate all planned or anticipated parking and loading needs of all site occupants and visitors and comply with the City's Zoning Ordinance regarding parking standards. All parking and loading areas shall be paved. Parking shall be permitted within the minimum front yard setback area, however, it shall be located no closer than fifteen (15) feet to the public right-of-way line. An 80 percent screen with a minimum height of 2½' shall be provided for all parking areas adjacent to the street right-of-way.

VI. *Outdoor Storage:*

No outside storage of any kind shall be permitted unless such stored materials are visually screened from all streets with a suitable fence, vegetation, berm, or combination thereof. Screening shall be attractive in appearance and in keeping with the architectural quality of the main structure. Said storage shall be limited to behind the front line of the building on the property, and within the building setback lines. No waste material or refuse may be dumped or permitted to remain on any part of the property outside of the buildings. Storage of fuel oil or other bulk fluids must be underground. All storage areas shall be paved.

VII. *Signs:*

Identification signs shall be permitted to promote only the name and/or trademark of the owner or tenant of the parcel on which the sign is placed. Signs, lighting, etc., are to be indicated on the final site plan submitted to the Community Development Committee for review. Ground signs must be set back 10 feet from the right-of-way line and must be of a low profile design subject to approval by the Committee. Building signs must comply with the City Sign Code.

VIII. *Maintenance Responsibilities:*

- A. Each owner shall keep its property, all contiguous street right-of-way to the edge of the pavement, and all drainage and easement areas in a well-maintained, safe, clean, and attractive condition at all times. Such maintenance includes, but is not limited to the following:
1. The removal of all litter, trash, refuse, and wastes;
 2. Compliance with the City's noxious weed control ordinance, including the mowing of all grass areas;
 3. The maintenance of exterior lighting, signs, and mechanical facilities;
 4. The keeping of all exterior building surfaces in a cleaned, well-maintained condition;
 5. The maintenance of all drainage ways including the removal of all debris, weeds, and silt.
- B. The owner of any undeveloped lands shall maintain said lands free of rubbish, noxious weeds, and mosquito breeding pond conditions.

IX. *Site Plan Review:*

Prior to the construction or alteration of any buildings, additions, enclosures, fences, loading docks, parking facilities, storage yards, or any other structures or permanent improvements on or to the real estate conveyed hereby, the plans for such building or improvements shall be submitted to the Site Plan Review Committee in accordance with Section 23-171 of the City Zoning Code. The plans shall be reviewed within thirty days (30) days after they have been submitted and approval or disapproval given in writing.

X. *Approval of Plans:*

Before commencing the construction or alterations of any buildings, additions, enclosures, fences, loading docks, parking facilities, storage yards, or any other structures or permanent improvements on or to the real estate conveyed hereby, the owner shall first submit its building plans, specifications, site and landscape plans, and an elevation sketch of all improvements to be placed thereon to the Community Development Committee for its written approval. In the event the Committee or its designee shall fail to approve or disapprove in writing such building plans, specifications, site and landscape plans, and elevation sketch within thirty (30) days after they have been submitted to them, such approval will not be required and these covenants and restrictions will be deemed to have been complied with. The Community Development Committee may delegate this review of plans to the Economic Development Department.

XI. *Repurchase Rights:*

Failure to Build: In the event the owner of land purchased from the City of Appleton does not commence construction of a building within one (1) year after the date of purchase, ownership shall revert to the City. The City shall pay the following repurchase price: the sum of the original purchase price and all special assessments which may have been paid by the buyer or levied against the property after the date of purchase minus the sum of any unpaid property taxes, proration of the current years property taxes to date of closing, title insurance policy premium or cost of warranty abstract, and any liens and encumbrances on the property of a definite or ascertainable amount. Further, repurchase price shall be adjusted by the amount equal to the amount of an option fee for that year had the property been under option between the City and the Buyer. Conveyance shall be by warranty deed.

Resale of Vacant Land: In the event the owner of land purchased from the City of Appleton elects to sell any portion thereof which is vacant, the property shall first be offered, in writing, to the City of Appleton. The City of Appleton shall have sixty (60) days from date of receipt of such offer to accept or reject repurchase of the property unless an extension of time may be mutually agreed upon and set forth in writing. In the event the City does not elect to repurchase the property, the owner may sell the land, but these Declarations of Covenants and Restrictions shall run with the land and be binding on the subsequent owner. The purchase price shall be computed as in Article XII above. Conveyance shall be by warranty deed. The seller shall furnish a title insurance policy at the seller's expense.

XII. *Subdivision of Lots:*

After a lot has been purchased, such lot shall not be further subdivided without the written consent of the Community Development Committee. No owner may sell, lease or rent less than all of the lot without the written consent of the Community Development Committee. The Community Development Committee may, in granting its consent, attach any conditions it deems appropriate. The foregoing prohibition shall not apply to occupancy leases of space in a building made in the ordinary course of business.

XIII. *Waiver of Notice:*

All land sold before major assessable improvements are completed in the business park site shall be subject to the purchaser's waiving notice of assessments and hearings, and such waiver shall be part of the negotiations.

XIV. *Variances:*

Notwithstanding anything contained herein to the contrary, the City of Appleton expressly reserves the right at any time to authorize in writing variances from the strict applications of these covenants and restrictions, or any one or more of them, where the circumstances, in its sole and exclusive judgement, justifies the granting of same.

XV *Right to Enter*

The Community Development Committee shall have the right to enter upon any building site or other lot within the park for the purpose of ascertaining whether the owner of said site or lot is complying with these covenants and restrictions.

XVI. *Enforcement:*

In the event that the owner fails to perform in accordance with these covenants and restrictions, the Common Council, upon recommendation of the Community Development Committee, may take whatever corrective measures it deems appropriate and assess the cost thereof against the property in the same manner as a special assessment or special charge. The Common Council shall give at least thirty (30) days notice to the vendee of any violation and the steps required to correct it prior to taking any action to cure such violation.

XVII. *Invalidation:*

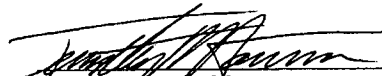
The invalidation of any one of the covenants or restrictions herein set forth or the failure to enforce any of said covenants and restrictions at the time of its violation shall in no way affect any of the other covenants or restrictions nor be deemed a waiver of the right to enforce the same thereafter.

XVIII. *Term:*


Each lot shall be conveyed subject to the covenants and restrictions set forth herein, all of which are to run with the land and shall be binding on all parties and all persons claiming them for a period of thirty (30) years from the date of this Declaration of Covenants and Restrictions is recorded, after which time said covenants and restrictions as are then in force and effect shall be automatically renewed for successive periods of ten (10) years each, unless an instrument terminating such covenants and restrictions is recorded with the Outagamie County Register of Deeds by the Common Council as evidenced by a resolution duly adopted by a majority of all members of the Common Council.

IN WITNESS WHEREOF, the said City of Appleton has caused these presents to be signed at Appleton, Wisconsin, this 3rd day of August, 1998.

CITY OF APPLETON:



Timothy M. Hanna, Mayor



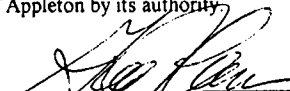
Cindi Hesse, City Clerk

STATE OF WISCONSIN)

)ss

OUTAGAMIE COUNTY)

Personally came before me this 3rd day of August, 1998, the above named Timothy M. Hanna, Mayor, and Cindi Hesse, City Clerk, of the City of Appleton, to me known to be the persons who executed the foregoing instrument as such officials of the City of Appleton by its authority.



Greg J. Carman, Notary Public
State of Wisconsin

My commission is permanent.

This instrument was drafted by Greg J. Carman, City Attorney.

AMENDED
DECLARATION OF
DEED RESTRICTIONS .

1373472

Document Number State of Wisconsin

APPLICABLE TO ALL PROPERTIES SOLD IN THE
NORTHEAST INDUSTRIAL PARK PLAT #4

As recorded on August 5, 1998 in the office of the Register of
Deeds, Outagamie County, WI, as Document #1283748.

This conveyance is made subject to the following conditions,
covenants, and understandings which shall be binding upon the
vendee and his/her heirs, successors, and assigns:

1. **Setbacks:**

- A. **Front Yard:** No building shall be constructed on the site nearer than forty (40) feet of the right-of-way of any public street or highway. In the case of corner lots, both forty (40) foot setbacks will apply.
- B. **Side and Rear Yards:** Minimum side and rear yards shall be twenty-five (25) feet.
- C. **State Highways:** A fifty (50) foot building setback shall be observed along U.S.H. 41 and U.S.H 441.

2. **Land Use:**

- A. **Permitted Uses**
 - 1. Manufacturing except for Block 14;
 - 2. Research, development and testing laboratories except for Block 14;
 - 3. Wholesaling, warehousing and distribution;
 - 4. Office operations only if they are an integral part of and a necessary adjunct to a permitted use;
 - 5. Retail sales of products manufactured on site and clearly an accessory use to the primary use of the site except for Block 14;
 - 6. Other land uses may be considered for approval by the Community Development Committee if a determination is made that the project fits the development objectives of the City.

3. **Building Standards**

- A. Any building erected shall be at least 5,000 square feet in area and occupy at least 10 percent of the land area.
- B. Buildings shall be designed by an Architect or Engineer. No side, elevation or facade of a building or structure shall be unexposed to public view; consequently, all sides, elevations, or facades of all buildings and structures shall be visually pleasing and architecturally and aesthetically comparable with the surrounding environment.
- C. The majority of exterior and externally visible opaque surfaces shall be constructed of not more than three of the following types of materials (provided, however, that such list shall not be deemed to exclude the use of other accent or exterior trim materials, glass and glazing, and earth berms):
 - 1. Brick;
 - 2. Architectural precast concrete panels (surface finish to be painted, stained or exposed aggregate);
 - 3. Decorative concrete block (for no more than 50% of the exterior building wall area);

OUTAGAMIE COUNTY
RECEIVED FOR RECORD

JUL 18 2000

AT 11 O'CLOCK A.M. P.M.
JANICE FLENZ
REGISTER OF DEEDS

Record and Return to:
City Attorney's Office
City of Appleton
100 North Appleton Street
Appleton, WI 54911-4799

CJ/1800

4. Cut stone;
 5. Exterior insulation and finish systems such as Drivit or Sunlar;
 6. Wood;
 7. Metal panels (permitted only for building expansion walls);
 8. Other building materials being developed and to be developed by the construction industry. The use of such materials will be reviewed by the Community Development Committee on a case-by-case basis. The Community Development Committee may assign this review of plans to the Economic Development Department.
- D. Building materials will be selected for their ability to present a visual statement of a building or structure's strength, attractiveness, and permanence. The building materials used shall be harmonious with the natural environment and with the general character of other buildings and structures in the Park.
- E. Metal trim materials may be used when in keeping with the architectural and aesthetic character of the building or structure.
- F. No loading dock shall face the street unless the site configuration is such that it is unavoidable. In that event, the Community Development Committee shall review and approve the location of the loading dock.
- G. Ancillary structures will be approved by the Community Development Committee. Approval may be granted only if such structures are necessary to the principal use of the building site, are in architectural and aesthetic conformance with other buildings or structures on the site, are properly screened, meet all requirements of these covenants and are otherwise satisfactory to the Community Development Committee at its sole discretion.
4. **Landscaping:**
- A. **Landscape Plan:** The landscaping upon any building site or lot shall be carried out in accordance with a detailed landscaping plan which has been reviewed and approved in writing by the City's site plan review committee. The landscape plan shall include, but not be limited to, plant location, common and botanical names of plant material, planting size, root condition, and quantity of all plant material. The plan shall show all ground cover and mulch areas, landscape and construction materials, and construction details.
- B. **Landscaping Methods:** Landscaping may include grading, earth berms, seeding, sodding, raised planters, architectural decorative walls or fencing, trees and shrubs, ground cover and other landscape materials including permanent sprinkler systems, fountains, storm run-off retention ponds, reflective ponds, and landscape lighting.
- C. **Plant Material:** Selected plant material should provide for a variety of shade trees, evergreen trees, and shrubs, ornamental trees and shrubs and ground covers. Plant material selection shall take into consideration the following:
1. Disease and insect resistance;
 2. Hardiness to the area;
 3. The ability to provide seasonal interest;
 4. Future maintenance considerations;
 5. Ability of plant material to accomplish its intended purpose in each placement.
- D. **Time for Completion:** All landscaping shall be completed within ninety (90) days following occupancy, or as soon thereafter as weather will allow if such period occurs within winter months.
- E. **Maintenance:** The owner shall be responsible for maintaining all landscaping as approved on the original plan for his site and adjacent unpaved street rights-of-way. Any variation or changes to the landscape plan must be reviewed and approved in writing by the Department of Planning. Landscaped areas, materials, fixtures, and improvements shall be maintained by the owner of the building site, or by such owner's long-term lessee(s) in good condition at all times. Such maintenance shall include watering, mowing, trimming, pruning, spraying, fertilizing, repairing, replacement of dead plantings, planting, transplanting, dusting, treating, and other common landscape maintenance activities necessary to keep the building site landscaping in a healthy state of growth and visually attractive in appearance.

If the owner or the owner's assigns fail to maintain the landscaping and site per the approved landscaping plan in this section, the City of Appleton or its Agent has the right to enter the site and conduct such maintenance and to seek full reimbursement.

5. **Parking, Loading**

Off-street parking and loading areas shall be provided on each building site and shall be of sufficient size to accommodate all planned or anticipated parking and loading needs of all site occupants and visitors and comply with the City's Zoning Ordinance regarding parking standards. All parking and loading areas shall be paved. Parking shall be permitted within the minimum front yard setback area, however, it shall be located no closer than fifteen (15) feet to the public right-of-way line. An 80 percent screen with a minimum height of 2'-½" shall be provided for all parking areas adjacent to the street right-of-way.

6. **Outdoor Storage:**

No outside storage of any kind shall be permitted unless such stored materials are visually screened from all streets with a suitable fence, vegetation, berm, or combination thereof. Screening shall be attractive in appearance and in keeping with the architectural quality of the main structure. Said storage shall be limited to behind the front line of the building on the property, and within the building setback lines. No waste material or refuse may be dumped or permitted to remain on any part of the property outside of the buildings. Storage of fuel oil or other bulk fluids must be underground. All storage areas shall be paved.

7. **Signs:**

Identification signs shall be permitted to promote only the name and/or trademark of the owner or tenant of the parcel on which the sign is placed. Signs, lighting, etc., are to be indicated on the final site plan submitted to the Community Development Committee for review. Ground signs must be set back 10 feet from the right-of-way line and must be of a low profile design subject to approval by the Committee. Building signs must comply with the City Sign Code.

8. **Maintenance Responsibilities:**

A. Each owner shall keep its property, all contiguous street right-of-way to the edge of the pavement, and all drainage and easement areas in a well-maintained, safe, clean, and attractive condition at all times. Such maintenance includes, but is not limited to the following:

1. The removal of all litter, trash, refuse, and wastes;
2. Compliance with the City's noxious weed control ordinance, including the mowing of all grass areas;
3. The maintenance of exterior lighting, signs, and mechanical facilities;
4. The keeping of all exterior building surfaces in a cleaned, well-maintained condition;
5. The maintenance of all drainage ways including the removal of all debris, weeds, and silt.

B. The owner of any undeveloped lands shall maintain said lands free of rubbish, noxious weeds, and mosquito breeding pond conditions.

9. **Site Plan Review:**

Prior to the construction or alteration of any buildings, additions, enclosures, fences, loading docks, parking facilities, storage yards, or any other structures or permanent improvements on or to the real estate conveyed hereby, the plans for such building or improvements shall be submitted to the Site Plan Review Committee in accordance with Section 23-171 of the City Zoning Code. The plans shall be reviewed within thirty days (30) days after they have been submitted and approval or disapproval given in writing.

10. **Approval of Plans:**

Before commencing the construction or alterations of any buildings, additions, enclosures, fences, loading docks, parking facilities, storage yards, or any other structures or permanent improvements on or to the real estate conveyed hereby, the owner shall first submit its building plans, specifications, site and landscape plans, and an elevation sketch of all improvements to be placed thereon to the Community Development Committee for its written approval. In the event the Committee or its designee shall fail to approve or disapprove in writing such building plans, specifications, site and landscape plans, and elevation sketch within thirty (30) days after they have been submitted to them, such approval will not be required and these covenants and restrictions will be deemed to have been complied with. The Community Development Committee may delegate this review of plans to the Economic Development Department.

11. **Repurchase Rights:**

Failure to Build: In the event the owner of land purchased from the City of Appleton does not commence construction of a building within one (1) year after the date of purchase, ownership shall revert to the City. The City shall pay the following repurchase price: the sum of the original purchase price and all special assessments which may have been paid by the buyer or levied against the property after the date of purchase minus the sum of any unpaid property taxes, pro-ration of the current years property taxes to date of closing, title insurance policy premium or cost of warranty abstract, and any liens and encumbrances on the property of a definite or ascertainable amount. Further, repurchase price shall be adjusted by the amount equal to the amount of an option fee for that year had the property been under option between the City and the Buyer. Conveyance shall be by warranty deed.

Resale of Vacant Land: In the event the owner of land purchased from the City of Appleton elects to sell any portion thereof which is vacant, the property shall first be offered, in writing, to the City of Appleton. The City of Appleton shall have sixty (60) days from date of receipt of such offer to accept or reject repurchase of the property unless an extension of time may be mutually agreed upon and set forth in writing. In the event the City does not elect to repurchase the property, the owner may sell the land, but these Declarations of Covenants and Restrictions shall run with the land and be binding on the subsequent owner. The purchase price shall be computed as in Article 11 above. Conveyance shall be by warranty deed. The seller shall furnish a title insurance policy at the seller's expense.

12. **Subdivision of Lots:**

After a lot has been purchased, such lot shall not be further subdivided without the written consent of the Community Development Committee. No owner may sell, lease or rent less than all of the lot without the written consent of the Community Development Committee. The Community Development Committee may, in granting its consent, attach any conditions it deems appropriate. The foregoing prohibition shall not apply to occupancy leases of space in a building made in the ordinary course of business.

13. **Waiver of Notice:**

All land sold before major assessable improvements are completed in the business park site shall be subject to the purchaser's waiving notice of assessments and hearings, and such waiver shall be part of the negotiations.

14. **Variances:**

Notwithstanding anything contained herein to the contrary, the City of Appleton expressly reserves the right at any time to authorize in writing variances from the strict applications of these covenants and restrictions, or any one or more of them, where the circumstances, in its sole and exclusive judgement, justifies the granting of same.

15. **Right to Enter**

The Community Development Committee shall have the right to enter upon any building site or other lot within the park for the purpose of ascertaining whether the owner of said site or lot is complying with these covenants and restrictions.

16. **Enforcement:**

In the event that the owner fails to perform in accordance with these covenants and restrictions, the Common Council, upon recommendation of the Community Development Committee, may take whatever corrective measures it deems appropriate and assess the cost thereof against the property in the same manner as a special assessment or special charge. The Common Council shall give at least thirty (30) days notice to the vendee of any violation and the steps required to correct it prior to taking any action to cure such violation.

17. **Invalidation:**

The invalidation of any one of the covenants or restrictions herein set forth or the failure to enforce any of said covenants and restrictions at the time of its violation shall in no way affect any of the other covenants or restrictions nor be deemed a waiver of the right to enforce the same thereafter.

18. *Term:*

Each lot shall be conveyed subject to the covenants and restrictions set forth herein, all of which are to run with the land and shall be binding on all parties and all persons claiming them for a period of thirty (30) years from the date of this Declaration of Covenants and Restrictions is recorded, after which time said covenants and restrictions as are then in force and effect shall be automatically renewed for successive periods of ten (10) years each, unless an instrument terminating such covenants and restrictions is recorded with the Outagamie County Register of Deeds by the Common Council as evidenced by a resolution duly adopted by a majority of all members of the Common Council.

IN WITNESS WHEREOF, the said City of Appleton has caused these presents to be signed at Appleton, Wisconsin, this 10th day of July, 2000.


CITY OF APPLETON


Timothy M. Hanna, Mayor


Cynthia I. Hesse, City Clerk

STATE OF WISCONSIN)
)ss
OUTAGAMIE COUNTY)

Personally came before me this 10th day of July, 2000, the above named Timothy M. Hanna, Mayor, and Cynthia I. Hesse, City Clerk, of the City of Appleton, to me known to be the persons who executed the foregoing instrument as such officials of the City of Appleton by its authority.


James P. Walsh, Notary Public
State of Wisconsin

My commission is permanent.

This instrument was drafted by James P. Walsh, City Attorney.

1382870

Document Number

RELEASE OF EASEMENT
PARTIAL - JOINT

WHEREAS, on the 30th of June, 1998, The City of Appleton, a Wisconsin Municipal corporation, granted to WISCONSIN ELECTRIC POWER COMPANY and WISCONSIN BELL, INC., d/b/a AMERITECH-WISCONSIN, hereinafter referred to as "grantee," its successors and assigns, certain easement rights, which easement rights are set forth in that certain document recorded in the Office of the Register of Deeds in and for Outagamie County, Wisconsin, on the 16th day of July, 1998, in Cabinet H on Page 11, as Document No. 1280941, and

WHEREAS, grantee has been requested and is willing to release the following rights from the force and effect of the aforesaid easement, to-wit:

the Southerly 15 feet of Lot 1, the Northerly 15 feet of Lot 10 and the Southerly 15 feet of the Easterly 105 feet of Lot 2, all located in Block 14, Northeast Industrial Park Plat No. 4, being part of the Northwest 1/4, Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 18, Township 21 North, Range 18 East, City of Appleton, Outagamie County, Wisconsin.

NOW, THEREFORE, for and in consideration of the sum of \$1.00, the receipt whereof is hereby acknowledged, said grantee does hereby release, discharge and abandon only those specific easement rights heretofore mentioned in the immediately preceding paragraph. It is expressly understood and agreed that all other easement rights as set forth in the aforesaid document recorded in the Office of the Register of Deeds in and for Outagamie County, Wisconsin, as Document No. 1280941 shall remain in full force and effect.

IN WITNESS WHEREOF, said WISCONSIN ELECTRIC POWER COMPANY has caused these presents to be executed on its behalf by its duly authorized Manager of Property Management this 19th day of September, 2000, and said WISCONSIN BELL, INC. d/b/a AMERITECH-WISCONSIN, has caused these presents to be executed on its behalf by its duly authorized R/W Manager, this 28 day of September, 2000.

WISCONSIN ELECTRIC POWER COMPANY

By Michael James
Michael James, Manager of Property Management

WISCONSIN BELL, INC., d/b/a AMERITECH-WISCONSIN

By Elaine M Fritz
Elaine M. Fritz, R/W Manager

OUTAGAMIE COUNTY
RECEIVED FOR RECORD

OCT 13 2000

AT 10 O'CLOCK A.M. P.M.
JANICE FLENZ
REGISTER OF DEEDS

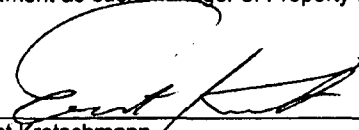
RETURN TO:
City of Appleton, Economic Development
Attn: Mr. James E. Van Dyke
100 N. Appleton Street
Appleton, WI 54911-4799

120

31-1-5359-00, 1-5360-00, 1-5368-00
(Parcel Identification Number)

STATE OF WISCONSIN)
: SS
MILWAUKEE COUNTY)

Personally came before me this 19th day of September, 2000, Michael James, Manager of Property Management, of the above named corporation, **WISCONSIN ELECTRIC POWER COMPANY**, known to me to be the person who executed the foregoing instrument and to me known to be such Manager of Property Management of said corporation, and acknowledged that he executed the foregoing instrument as such Manager of Property Management, as the deed of said corporation, by its authority.



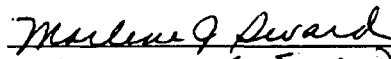
Ernest Kretschmann

Notary Public State of Wisconsin

My commission expires June 20, 2004

STATE OF WISCONSIN)
: SS
OUTAGAMIE COUNTY)

Personally came before me this 28 day of SEPTEMBER, 2000, Elaine M. Fritz, R/W Manager, of the above named corporation, **WISCONSIN BELL, INC.**, d/b/a **AMERITECH-WISCONSIN**, known to me to be the person who executed the foregoing instrument and to me known to be such R/W Manager, of said corporation, and acknowledged that he executed the foregoing instrument as such R/W Manager, as the deed of said corporation, by its authority.



MARLENE J. SWARD

Notary Public State of Wisconsin

My commission expires 6-23-02

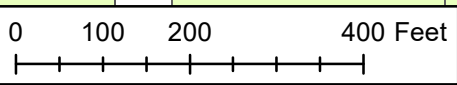
r:\data\as\real estate\releases\000457-appleton.doc

This instrument was drafted by Dawn Neuy on behalf of Wisconsin Electric Power Company, PO Box 2046, Milwaukee, WI 53201.

Available Sites Northeast Business Park Appleton, Wisconsin

Legend

- Available Site \$40,000/ac.
- Subject Parcels



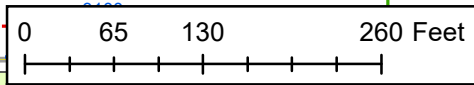
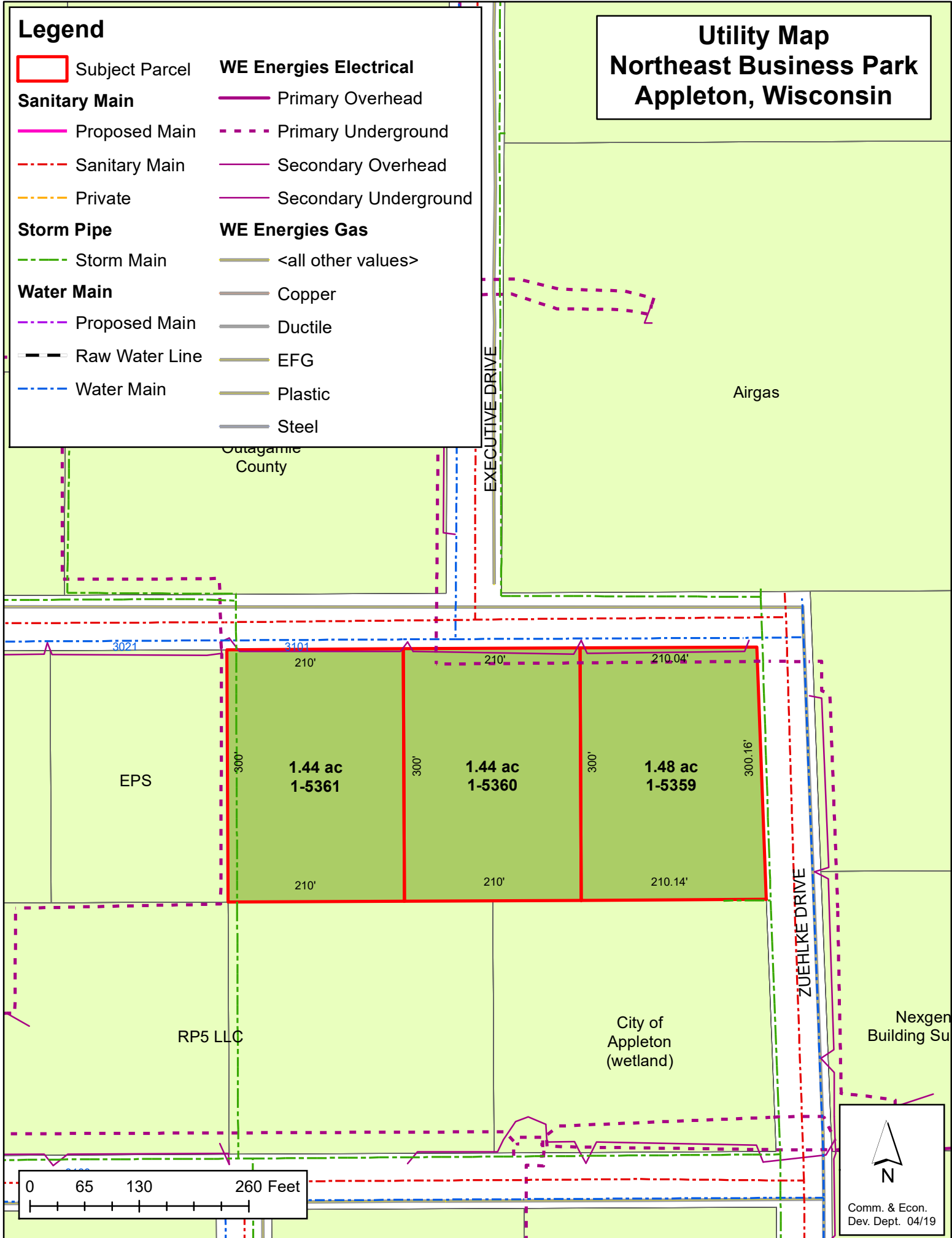
N

Comm. & Econ.
Dev. Dept. 04/19

Legend

- Subject Parcel
- Sanitary Main**
- Proposed Main
- Sanitary Main
- Private
- Storm Pipe**
- Storm Main
- Water Main**
- Proposed Main
- Raw Water Line
- Water Main
- WE Energies Electrical**
- Primary Overhead
- Primary Underground
- Secondary Overhead
- Secondary Underground
- WE Energies Gas**
- <all other values>
- Copper
- Ductile
- EFG
- Plastic
- Steel

Utility Map Northeast Business Park Appleton, Wisconsin



N

Comm. & Econ.
Dev. Dept. 04/19

69-19

AN ORDINANCE AMENDING CHAPTER 23 OF THE MUNICIPAL CODE OF THE CITY OF APPLETON AND THE OFFICIAL ZONING MAP WHICH IS A PART THEREOF, BY MAKING THE FOLLOWING CHANGES IN THE DISTRICT AS NOW PROVIDED.

(City Plan Commission 07/10/2019)

The Common Council of the City of Appleton does ordain as follows:

Section 1: That Zoning Ordinance, Chapter 23 of the Municipal Code of the City of Appleton and the Official Zoning Map, which is a part thereof, is amended by making the following changes:

To rezone a portion of the parcels of lands generally located east of North Plateau Street and south of East Wisconsin Avenue (Tax Id #31-1-1044-00, #31-1-1045-01, and #31-1-1216-00) from R-1B Single-Family District to C-2 General Commercial District. (Rezoning #5-19 – Mark’s East Side – East Wisconsin Avenue)

LEGAL DESCRIPTION:

DESCRIPTION OF PARCEL “A” TO BE REZONED FROM R1B TO C2:

A PARCEL OF LAND BEING PART OF LOT 5, BLOCK 56, HARRIMAN’S LAWSBURG PLAT AND PART OF BLOCK 83 OF THE FIRST WARD PLAT, ACCORDING TO THE RECORDED ASSESSOR’S MAP OF THE CITY OF APPLETON, ALL LOCATED IN GOVERNMENT LOT 2 OF SECTION 25, TOWNSHIP 21 NORTH, RANGE 17 EAST, CITY OF APPLETON, OUTAGAMIE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH ¼ OF SECTION 25; THENCE S89°58’11”E, 822.34 FEET ALONG THE NORTH LINE OF GOVERNMENT LOT 2 OF SECTION 25 TO THE NORTHERLY EXTENSION OF THE EAST LINE OF CERTIFIED SURVEY MAP NO. 6320; THENCE S00°31’51”W, 232.86 FEET ALONG SAID EXTENSION AND ALONG THE EAST LINE OF SAID CERTIFIED SURVEY MAP TO A SOUTH LINE OF SAID CERTIFIED SURVEY MAP AND THE POINT OF BEGINNING; THENCE CONTINUING S00°31’51”W, 69.78 FEET TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 5, BLOCK 56, HARRIMAN’S LAWSBURG PLAT; THENCE S89°52’45”W, 154.02 FEET ALONG SAID EXTENSION AND ALONG SAID SOUTH LINE; THENCE N00°30’37”E, 60.00 FEET TO A SOUTH LINE OF CERTIFIED SURVEY MAP NO. 6320; THENCE N89°52’45”E, 84.04 FEET ALONG SAID SOUTH LINE; THENCE N00°31’51”E, 10.00 FEET ALONG SAID SOUTH LINE; THENCE

S89°56'32"E, 70.00 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING. SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD. SAID DESCRIBED PARCEL CONTAINS 9,933 SQUARE FEET OF LAND MORE OR LESS.

DESCRIPTION OF PARCEL "B" TO BE REZONED FROM R1B TO C2:

A PARCEL OF LAND BEING PART OF LOT 4, BLOCK 56, HARRIMAN'S LAWSBURG PLAT, ACCORDING TO THE RECORDED ASSESSOR'S MAP OF THE CITY OF APPLETON, LOCATED IN GOVERNMENT LOT 2 OF SECTION 25, TOWNSHIP 21 NORTH, RANGE 17 EAST, CITY OF APPLETON, OUTAGAMIE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH ¼ OF SECTION 25; THENCE S89°58'11"E, 822.34 FEET ALONG THE NORTH LINE OF GOVERNMENT LOT 2 OF SECTION 25 TO THE NORTHERLY EXTENSION OF THE EAST LINE OF CERTIFIED SURVEY MAP NO. 6320; THENCE S00°31'51"W, 232.86 FEET ALONG SAID EXTENSION AND ALONG THE EAST LINE OF CERTIFIED SURVEY MAP TO A SOUTH LINE OF SAID CERTIFIED SURVEY MAP; THENCE N89°56'32"W, 70.00 FEET ALONG SAID SOUTH LINE; THENCE S00°31'51"W, 10.00 FEET ALONG SAID SOUTH LINE; THENCE S89°52'45"W, 101.00 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING; THENCE CONTINUING S89°52'45"W, 15.04 FEET ALONG THE SOUTH LINE OF LOT 4, BLOCK 56, HARRIMAN'S LAWSBURG PLAT; THENCE N00°30'37"E, 60.00 FEET TO THE SOUTH LINE OF CERTIFIED SURVEY MAP NO. 6320; THENCE N89°52'45"E, 15.06 FEET ALONG SAID SOUTH LINE; THENCE S00°31'51"W, 60.00 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING. SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD. SAID DESCRIBED PARCEL CONTAINS 903 SQUARE FEET OF LAND MORE OR LESS.

COMMON DESCRIPTION:

A portion of the parcels located on North Plateau Street and East Wisconsin Avenue

Section 2: This Ordinance shall be in full force and effect from and after its passage and publication, and upon its passage and publication the Director of Community and Economic Development is authorized and directed to make the necessary changes to the Official Zoning Map in accordance with this Ordinance.

70-19

AN ORDINANCE AMENDING THE
COMPREHENSIVE PLAN FOR THE
CITY OF APPLETON

The Common Council of the City of Appleton does ordain as follows:

Section 1: The Comprehensive Plan 2010-2030 Comprehensive Land Use Map

Amendment for the following area of the city be amended as follows:

#1-19: For a portion of the parcels of land generally located east of North Plateau Street and south of East Wisconsin Avenue, City of Appleton, Outagamie County, Wisconsin (Tax Id #31-1-1044-00, #31-1-1045-01, and #31-1-1216-00) from future Public/Institutional and One- and Two-Family Residential land use to Commercial land use and the Future Land Use Map be revised accordingly.

LEGAL DESCRIPTION:

**DESCRIPTION OF PARCEL “A” TO BE AMENDED FROM
PUBLIC/INSTITUTIONAL TO COMMERCIAL:**

A PARCEL OF LAND BEING PART OF BLOCK 83 OF THE FIRST WARD PLAT, ACCORDING TO THE RECORDED ASSESSOR’S MAP OF THE CITY OF APPLETON, LOCATED IN GOVERNMENT LOT 2 OF SECTION 25, TOWNSHIP 21 NORTH, RANGE 17 EAST, CITY OF APPLETON, OUTAGAMIE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH ¼ OF SECTION 25; THENCE S89°58’11”E, 822.34 FEET ALONG THE NORTH LINE OF GOVERNMENT LOT 2 OF SECTION 25 TO THE NORTHERLY EXTENSION OF THE EAST LINE OF CERTIFIED SURVEY MAP NO. 6320; THENCE S00°31’51”W, 232.86 FEET ALONG SAID EXTENSION AND ALONG THE EAST LINE OF CERTIFIED SURVEY MAP TO A SOUTH LINE OF SAID CERTIFIED SURVEY MAP AND THE POINT OF BEGINNING; THENCE CONTINUING S00°31’51”W, 69.78 FEET TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 5, BLOCK 56, HARRIMAN’S LAWSBURG PLAT; THENCE S89°52’45”W, 70.00 FEET ALONG SAID EXTENSION TO THE EAST LINE OF LOT 5, BLOCK 65, HARRIMAN’S LAWSBURG PLAT; THENCE N00°31’51”E, 70.00 FEET ALONG SAID EAST LINE AND THE SOUTH LINE OF CERTIFIED SURVEY MAP NO. 6320; THENCE N89°52’45”E, 70.00 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING. SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF

RECORD. SAID DESCRIBED PARCEL CONTAINS 4,892 SQUARE FEET OF LAND MORE OR LESS.

DESCRIPTION OF PARCEL "B" TO BE AMENDED FROM 1 AND 2 FAMILY RESIDENTIAL TO COMMERCIAL:

A PARCEL OF LAND BEING PART OF LOT 5, BLOCK 56, HARRIMAN'S LAWSBURG PLAT, ACCORDING TO THE RECORDED ASSESSOR'S MAP OF THE CITY OF APPLETON, LOCATED IN GOVERNMENT LOT 2 OF SECTION 25, TOWNSHIP 21 NORTH, RANGE 17 EAST, CITY OF APPLETON, OUTAGAMIE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH ¼ OF SECTION 25; THENCE S89°58'11"E, 822.34 FEET ALONG THE NORTH LINE OF GOVERNMENT LOT 2 OF SECTION 25 TO THE NORTHERLY EXTENSION OF THE EAST LINE OF CERTIFIED SURVEY MAP NO. 6320; THENCE S00°31'51"W, 232.86 FEET ALONG SAID EXTENSION AND ALONG THE EAST LINE OF CERTIFIED SURVEY MAP TO A SOUTH LINE OF SAID CERTIFIED SURVEY MAP; THENCE N89°56'32"W, 70.00 FEET ALONG SAID SOUTH LINE; THENCE S00°31'51"W, 10.00 FEET ALONG SAID SOUTH LINE TO THE EAST LINE OF LOT 5, BLOCK 56, HARRIMAN'S LAWSBURG PLAT AND THE POINT OF BEGINNING; THENCE CONTINUING S00°31'51"W, 60.00 FEET ALONG SAID EAST LINE TO THE SOUTH LINE OF SAID LOT 5; THENCE S89°52'45"W, 84.02 FEET ALONG SAID SOUTH LINE; THENCE N00°30'37"E, 60.00 FEET TO THE SOUTH LINE OF CERTIFIED SURVEY MAP NO. 6320; THENCE N89°52'45"E, 84.04 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING. SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD. SAID DESCRIBED PARCEL CONTAINS 5,041 SQUARE FEET OF LAND MORE OR LESS.

DESCRIPTION OF PARCEL "C" TO BE AMENDED FROM 1 AND 2 FAMILY RESIDENTIAL TO COMMERCIAL:

A PARCEL OF LAND BEING PART OF LOT 4, BLOCK 56, HARRIMAN'S LAWSBURG PLAT, ACCORDING TO THE RECORDED ASSESSOR'S MAP OF THE CITY OF APPLETON, LOCATED IN GOVERNMENT LOT 2 OF SECTION 25, TOWNSHIP 21 NORTH, RANGE 17 EAST, CITY OF APPLETON, OUTAGAMIE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH ¼ OF SECTION 25; THENCE S89°58'11"E, 822.34 FEET ALONG THE NORTH LINE OF GOVERNMENT LOT 2 OF SECTION 25 TO THE NORTHERLY EXTENSION OF THE EAST LINE OF CERTIFIED SURVEY MAP NO. 6320; THENCE S00°31'51"W, 232.86 FEET ALONG SAID EXTENSION AND ALONG THE EAST LINE OF CERTIFIED SURVEY MAP TO A SOUTH LINE

OF SAID CERTIFIED SURVEY MAP; THENCE N89°56'32"W, 70.00 FEET ALONG SAID SOUTH LINE; THENCE S00°31'51"W, 10.00 FEET ALONG SAID SOUTH LINE; THENCE S89°52'45"W, 101.00 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING; THENCE CONTINUING S89°52'45"W, 15.04 FEET ALONG THE SOUTH LINE OF LOT 4, BLOCK 56, HARRIMAN'S LAWSBURG PLAT; THENCE N00°30'37"E, 60.00 FEET TO THE SOUTH LINE OF CERTIFIED SURVEY MAP NO. 6320; THENCE N89°52'45"E, 15.06 FEET ALONG SAID SOUTH LINE; THENCE S00°31'51"W, 60.00 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING. SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD. SAID DESCRIBED PARCEL CONTAINS 903 SQUARE FEET OF LAND MORE OR LESS.

Section 2: This ordinance shall be in full force and effect from and after its passage and publication.